

**BEACH ROAD
GOLF ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

January 12, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Beach Road Golf Estates Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

<https://beachroadgolfestatescdd.net/>

January 5, 2026

Board of Supervisors
Beach Road Golf Estates Community Development District

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Beach Road Golf Estates Community Development District will hold a Regular Meeting on January 12, 2026 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17501 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/96342228042>, Meeting ID: **963 4222 8042** or telephonically at **1-305-224-1968**, Meeting ID: **963 4222 8042**. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Opening Comments
3. Public Comments (*3 minutes per speaker*)
4. Update: GulfScapes Landscape Management Report
5. Update: Superior Waterway Services, Inc. Treatment Report
6. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form [October 1, 2025 - September 30, 2026]
7. Continued Discussion/Review: District Agreements
 - A. Memorandum of Understanding Between the City of Bonita Springs and Lennar Homes, LLC Regarding Bonita Beach Road Maintenance and Voluntary Impact Fees (*dated August 5, 2015*)
 - B. Interlocal Cost-Sharing Agreement Between the CDD, Bonita Landing CDD, East Bonita Beach Road CDD and Valencia Bonita Homeowners Association, Inc. (*dated June 2, 2017*)
8. Discussion: BOS City Commission Meetings Attendance
9. Update: Long-Range Infrastructure Plan Summary [Multi-Year Planning 2025-2030]

10. Acceptance of Unaudited Financial Statements as of November 30, 2025
 - Construction Fund Sources and Uses Reconciliation
11. Approval of December 15, 2025 Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - Bonita Beach Road Right-of-Way Sections
 - Combined Roadway Set
 - C. District Manager: *Wrathell, Hunt & Associates, LLC*
 - NEXT MEETING DATE: February 16, 2026 at 1:00 PM
 - QUORUM CHECK

SEAT 1	JOSEPH GRILLO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	BARY KOVE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	DANIEL DiTOMMASO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	DENISE KEMPF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	MIKE CIBEREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

- D. Field Operations: *Wrathell, Hunt & Associates, LLC*
13. Audience Comments/Supervisors' Request
14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley "Chuck" Adams
District Manager

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L1	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L2	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L3	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L4	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L5	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L6	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L7	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L8	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L9	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L10	Treated	Grasses/Weeds		12/10	Treated shoreline grasses and weeds
L11	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L12	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L13	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L14	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L15	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025

Lake #	Work Preformed	Target	Target	Treatment Date	Notes/Comments
L16	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L17	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L18	Treated	Torpedograss		12/23	Treated Littorals for Torpedograss
L19	Treated	Torpedograss		12/4	Treated Littorals for Torpedograss
L20	Treated	Torpedograss		12/1	Treated Littorals for Torpedograss
L21	Treated	Torpedograss		12/1	Treated Littorals for Torpedograss
L22	Treated	Torpedograss		12/1	Treated Littorals for Torpedograss
L23	Treated	Grasses/Weeds		12/4	Treated shoreline grasses and weeds
L24	Treated	Torpedograss		12/4	Treated Littorals for Torpedograss
FWA	Inspected			12/23	No problem noted
FWB	Inspected			12/24	No problem noted
FWC	Inspected			12/25	No problem noted
WFWA	Treated	Grasses/Weeds		12/4	Treated shoreline grasses and weeds
WFWB	Treated	Grasses/Weeds		12/4	Treated shoreline grasses and weeds



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025

Lake inspection was done on Dec 26th there were a few issues noted

Lake 16 grasses on homeowner side needs to be treated, this will be done on the next scheduled service

West Flowway A grasses are heavy and was just treated on the 23rd, I will follow up on this lake to make sure we get good resulted from treatment, a follow-up treated may be needed

Flow wat C removal in scheduled for early Jan, planted scheduled for early rainy season



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 1

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 2

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 3

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 4

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 5

Notes/Comments

Moderate
Grasses/Weeds
Minimal

Action Needed

Will be treated with the next two weeks



Lake 6

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 7

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



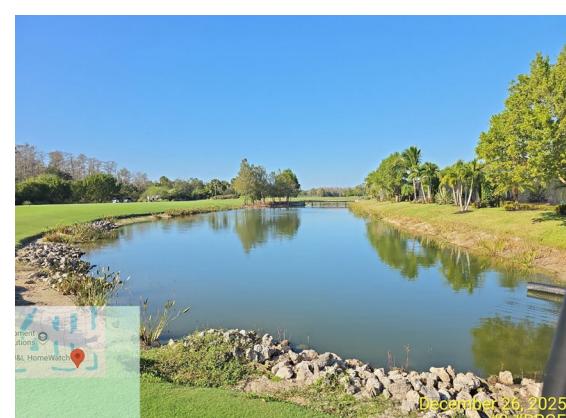
Lake 8

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 9

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 10

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 12

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 13

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 14

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 15

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 16

Notes/Comments

Heavy
Torpedograss

Action Needed

Will be treated on the next scheduled service



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 17

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



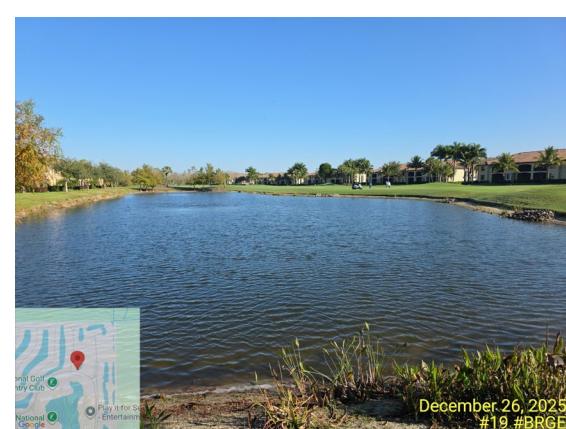
Lake 18

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 19

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 20

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 21

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 22

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake 23

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake 24

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake FWA

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake FWB

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake FWC

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Lake West FWA

Notes/Comments

Heavy
Torpedograss

Action Needed

Recently treated



Beach Road Golf Estates CDD

Lake Treatment Report

Treatment Dates Dec 2025



Lake West WFB

Notes/Comments

No problem noted during my inspection

Action Needed

Routine maintenance



Beach Road Golf Estates CDD

I weighed down about 13 pipes the best I could some of the pipe are to rigid or to short to weight down

I will be out on the Jan 14th to try and do more pipes

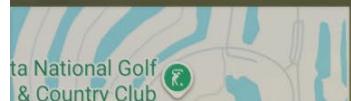
Lake 9





Beach Road Golf Estates CDD

Lake 5





Beach Road Golf Estates CDD

Lake 19 drain pipe, this is a larger pipe and rigid I added concreat brick to weighted it down pipe
is starting to break due to weight



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

Chesley Adams

District Manager

Chesley E Adams jr

Print Name

01/05/2026

Date

Bonny Ke

Chair/Vice Chair, Board of Supervisors

Bonny Ke

Print Name

12/15/25

Date

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

7A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BONITA SPRINGS AND
LENNAR HOMES, LLC
REGARDING
BONITA BEACH ROAD MAINTENANCE AND VOLUNTARY IMPACT FEES**

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5th day of August, 2015, by and between the CITY OF BONITA SPRINGS, a political subdivision of the State of Florida, hereinafter "CITY" and LENNAR HOMES, LLC, a limited liability corporation, hereinafter "LENNAR", and collectively, the "Parties", hereto.

RECITALS

WHEREAS, LENNAR is the fee simple owner of that certain real property located within the jurisdictional bounds of the CITY and more particularly described in **Exhibit "A"** (hereinafter the "Lennar Property") since it acquired the Ronto Property by Special Warranty Deed in 2013; and

WHEREAS, the predecessor in interest to the Lennar Property entered into a Limited Grant of Easement in 2001 which provided for the construction and maintenance of portions of Bonita Beach Road ("BBR"), specifically that portion of BBR located in Section 03, Township 48 South, Range 26 East and as illustrated in **Exhibit "B"** (hereinafter the "BBR Portion"); and

WHEREAS, the predecessor in interest to the Lennar Property also entered into a Development Agreement with the CITY where they were also obligated to construct that portion of BBR known as the BBR extension without receiving any road impact fee credits and for providing for certain density ratios and voluntary impact fees imposed for the residential development of the Lennar Property (f/k/a the East Bonita Active Adult

project)(hereinafter the "Agreement")as identified via Instrument 6829222 (OR Book 04741, pages 1727-1743) of the Public Records of Lee County, Florida; and

WHEREAS, the CITY issued road impact fee credits for the BBR expansion in accordance with the development agreement, of which Lee County accepted jurisdictional maintenance; and

WHEREAS, no governmental entities, including the Community Development Districts, will assume jurisdictional responsibility of the BBR extension; and

WHEREAS, the purpose of this Memorandum of Understanding is to state the mutual understandings between LENNAR and the CITY regarding the responsibility of the parties relative to the maintenance of the BBR Portion and imposition of voluntary impact fees under the Agreement .

NOW, THEREFORE, LENNAR and the CITY hereby agree to the following:

1. **LENNAR** agrees to mow and maintain the right of way area of the portion of Bonita Beach Road fronting the Village Walk project referenced as the BBR Portion herein and as further identified on the attached Exhibit "B" in reasonable repair and safekeeping in as good a condition as the BBR Portion exists on the date of execution of this Memorandum of Understanding. This portion will be considered a private road in which LENNAR, or its successors in interest, including either the property owners association or the CDD's, will have jurisdictional responsibility. In the event LENNAR transfers the property to another entity, it will provide notice to the CITY.
2. **CITY** agrees not to assert any rights they may have, either now or in the future, to the imposition or collection of any additional "Voluntary Impact Fee" associated with the Lennar Property as delineated in paragraph 12.c. of the Agreement or any other legal instrument imposing or seeking collection of additional impact fees for development of the Lennar Property beyond that which has been sought and collected for the residential density permitted for the Lennar Property (as delineated in paragraph 4.a. of the Amendment to the Agreement recorded at Instrument # 2015000124508 in the Public Records of Lee County, Florida. LENNAR, as well as the other development in Sections 1 & 2 will still be required to pay regular road impact fees upon exhaustion of the existing road impact fee credits.

3. Both Parties agree that this Memorandum of Understanding shall commence on execution by the Parties and shall continue in full force and effect.
4. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Memorandum of Understanding on the date set forth above.

CITY:

ATTEST:

By: Debra L. Lipsik
City Clerk

CITY OF BONITA SPRINGS, a municipal corporation under the laws of Florida

By: B. M.
Mayor or Designee

Approved as to Form and Legal Sufficiency

By: Audrey E. Vance
Audrey E. Vance, City Attorney

[Signature]
WITNESSES

[1st Witness Signature]

Russell Smith
[Type or Print Name]

[2nd Witness Signature]

Alex Hinebaugh
[Type or Print Name]

[Signature]
LENNAR HOMES, LLC

BY:

Darin McMurray

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day
of August, 2015, by Darin McMurray, as Vice President of LENNAR
HOMES, LLC, a Florida limited liability company, who is personally known to me or who
has produce _____ as identification.

My Commission Expires:

[Signature]
Notary Public



GAIL LUCAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE165476
Expires 4/27/2016

Print/Type of Notary Public

Commission No. _____

EXHIBIT A
LEGAL DESCRIPTION
LEE COUNTY

PARCEL 1:

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE S. $89^{\circ}22'02''$ W., ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,621.40 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S. $89^{\circ}21'09''$ W., ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 348.25 FEET; THENCE N. $07^{\circ}26'39''$ W., A DISTANCE OF 61.98 FEET; THENCE N. $45^{\circ}54'24''$ E., A DISTANCE OF 46.95 FEET; THENCE N. $24^{\circ}15'16''$ E., A DISTANCE OF 25.79 FEET; THENCE N. $01^{\circ}59'54''$ E., A DISTANCE OF 93.52 FEET; THENCE N. $44^{\circ}22'03''$ W., A DISTANCE OF 68.75 FEET; THENCE N. $89^{\circ}33'12''$ W., A DISTANCE OF 60.02 FEET; THENCE N. $30^{\circ}55'01''$ W., A DISTANCE OF 159.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $98^{\circ}30'03''$, A CHORD BEARING OF N. $18^{\circ}20'00''$ E., AND A CHORD LENGTH OF 30.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.38 FEET, TO THE END OF SAID CURVE; THENCE N. $67^{\circ}35'02''$ E., A DISTANCE OF 107.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $56^{\circ}22'12''$, A CHORD BEARING OF N. $39^{\circ}23'56''$ E., AND A CHORD LENGTH OF 47.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.19 FEET, TO THE END OF SAID CURVE; THENCE N. $11^{\circ}12'50''$ E., A DISTANCE OF 169.58 FEET; THENCE N. $33^{\circ}27'08''$ E., A DISTANCE OF 38.87 FEET; THENCE N. $21^{\circ}09'23''$ E., A DISTANCE OF 55.74 FEET; THENCE N. $09^{\circ}55'38''$ E., A DISTANCE OF 52.57 FEET; THENCE N. $27^{\circ}41'19''$ E., A DISTANCE OF 73.77 FEET; THENCE N. $26^{\circ}55'50''$ E., A DISTANCE OF 91.26 FEET; THENCE N. $29^{\circ}01'58''$ E., A DISTANCE OF 66.79 FEET; THENCE N. $33^{\circ}56'54''$ E., A DISTANCE OF 61.26 FEET; THENCE N. $00^{\circ}03'47''$ W., A DISTANCE OF 26.76 FEET; THENCE N. $46^{\circ}59'02''$ W., A DISTANCE OF 47.10 FEET; THENCE N. $07^{\circ}52'59''$ W., A DISTANCE OF 50.23 FEET; THENCE N. $04^{\circ}13'49''$ E., A DISTANCE OF 119.37 FEET; THENCE N. $07^{\circ}32'50''$ E., A DISTANCE OF 94.80 FEET; THENCE N. $00^{\circ}31'45''$ E., A DISTANCE OF 85.93 FEET; THENCE N. $05^{\circ}35'22''$ E., A DISTANCE OF 76.27 FEET; THENCE N. $03^{\circ}53'01''$ E., A DISTANCE OF 75.93 FEET; THENCE S. $89^{\circ}50'32''$ W., A DISTANCE OF 326.47 FEET; THENCE S. $12^{\circ}13'58''$ W., A DISTANCE OF 71.54 FEET; THENCE S. $44^{\circ}37'08''$ W., A DISTANCE OF 37.99 FEET; THENCE S. $82^{\circ}10'43''$ W., A DISTANCE OF 62.32 FEET; THENCE S. $57^{\circ}20'31''$ W., A DISTANCE OF 60.37 FEET; THENCE S. $73^{\circ}13'26''$ W., A DISTANCE OF 111.28 FEET; THENCE S. $54^{\circ}58'06''$ W., A DISTANCE OF 62.90 FEET; THENCE S. $51^{\circ}03'34''$ W., A DISTANCE OF 69.15 FEET; THENCE S. $87^{\circ}08'20''$ W., A DISTANCE OF 73.25 FEET; THENCE S. $77^{\circ}13'23''$ W., A DISTANCE OF 42.42 FEET; THENCE S. $74^{\circ}36'41''$ W., A DISTANCE OF 89.03 FEET; THENCE S. $79^{\circ}18'13''$ W., A DISTANCE OF 89.03 FEET; THENCE S. $81^{\circ}48'35''$ W., A DISTANCE OF 130.81 FEET; THENCE N. $30^{\circ}17'06''$ E., A DISTANCE OF 64.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $33^{\circ}28'31''$, A CHORD BEARING OF N. $15^{\circ}35'49''$ E., AND A CHORD LENGTH OF 43.20 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.82 FEET, TO THE END OF SAID CURVE; THENCE N. $01^{\circ}08'27''$ W., A DISTANCE OF 72.80 FEET; THENCE N. $09^{\circ}01'02''$ W., A DISTANCE OF 99.51 FEET; THENCE S. $89^{\circ}34'21''$ W., A DISTANCE OF 44.80 FEET; THENCE S. $81^{\circ}20'28''$ W., A DISTANCE OF 66.84 FEET; THENCE N. $78^{\circ}04'26''$ W., A

DISTANCE OF 72.94 FEET; THENCE S. $34^{\circ}48'40''$ W., A DISTANCE OF 36.19 FEET; THENCE S. $09^{\circ}51'32''$ E., A DISTANCE OF 26.62 FEET; THENCE S. $02^{\circ}02'40''$ W., A DISTANCE OF 84.21 FEET; THENCE S. $55^{\circ}38'29''$ W., A DISTANCE OF 41.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $56^{\circ}57'08''$, A CHORD BEARING OF S. $84^{\circ}07'03''$ W., AND A CHORD LENGTH OF 28.61 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.82 FEET, TO THE END OF SAID CURVE; THENCE N. $61^{\circ}52'46''$ W., A DISTANCE OF 33.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $35^{\circ}03'51''$, A CHORD BEARING OF N. $44^{\circ}20'50''$ W., AND A CHORD LENGTH OF 60.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.20 FEET, TO THE END OF SAID CURVE; THENCE N. $26^{\circ}48'54''$ W., A DISTANCE OF 75.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $47^{\circ}12'02''$, A CHORD BEARING OF N. $50^{\circ}24'55''$ W., AND A CHORD LENGTH OF 16.01 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.48 FEET, TO THE END OF SAID CURVE; THENCE N. $74^{\circ}00'56''$ W., A DISTANCE OF 61.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $60^{\circ}55'49''$, A CHORD BEARING OF N. $43^{\circ}33'02''$ W., AND A CHORD LENGTH OF 30.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.90 FEET, TO THE END OF SAID CURVE; THENCE N. $13^{\circ}05'07''$ W., A DISTANCE OF 84.77 FEET; THENCE N. $00^{\circ}44'03''$ W., A DISTANCE OF 261.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF $24^{\circ}22'25''$, A CHORD BEARING OF N. $12^{\circ}55'15''$ W., AND A CHORD LENGTH OF 63.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.81 FEET, TO THE END OF SAID CURVE; THENCE N. $25^{\circ}06'28''$ W., A DISTANCE OF 35.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $48^{\circ}28'34''$, A CHORD BEARING OF N. $00^{\circ}52'11''$ W., AND A CHORD LENGTH OF 20.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.15 FEET, TO THE END OF SAID CURVE; THENCE N. $23^{\circ}22'05''$ E., A DISTANCE OF 45.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $65^{\circ}31'14''$, A CHORD BEARING OF N. $09^{\circ}23'31''$ W., AND A CHORD LENGTH OF 27.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.59 FEET, TO THE END OF SAID CURVE; THENCE N. $42^{\circ}09'08''$ W., A DISTANCE OF 52.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $21^{\circ}50'41''$, A CHORD BEARING OF N. $53^{\circ}04'29''$ W., AND A CHORD LENGTH OF 9.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 9.53 FEET, TO THE END OF SAID CURVE; THENCE N. $63^{\circ}59'49''$ W., A DISTANCE OF 70.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $59^{\circ}31'00''$, A CHORD BEARING OF N. $34^{\circ}14'20''$ W., AND A CHORD LENGTH OF 49.63 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 51.94 FEET, TO THE END OF SAID CURVE; THENCE N. $04^{\circ}28'50''$ W., A DISTANCE OF 61.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $53^{\circ}55'17''$, A CHORD BEARING OF N. $22^{\circ}28'49''$ E., AND A CHORD LENGTH OF 22.67 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.53 FEET, TO THE END OF SAID CURVE; THENCE N. $49^{\circ}26'27''$ E., A DISTANCE OF 38.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET A CENTRAL ANGLE OF $39^{\circ}01'36''$, A CHORD BEARING OF N. $68^{\circ}57'15''$ E., AND A CHORD LENGTH OF 10.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 10.22 FEET, TO THE END OF SAID CURVE; THENCE N. $88^{\circ}28'03''$ E., A DISTANCE OF 102.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF $63^{\circ}49'19''$, A CHORD BEARING

OF N. $56^{\circ}33'24''$ E., AND A CHORD LENGTH OF 10.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 11.14 FEET, TO THE END OF SAID CURVE; THENCE N. $31^{\circ}02'15''$ E., A DISTANCE OF 30.17 FEET; THENCE N. $21^{\circ}04'44''$ E., A DISTANCE OF 40.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $36^{\circ}39'21''$, A CHORD BEARING OF N. $02^{\circ}45'04''$ E., AND A CHORD LENGTH OF 62.89 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.98 FEET, TO THE END OF SAID CURVE; THENCE N. $15^{\circ}34'37''$ W., A DISTANCE OF 94.35 FEET; THENCE N. $19^{\circ}20'31''$ W., A DISTANCE OF 91.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF $18^{\circ}49'35''$, A CHORD BEARING OF N. $07^{\circ}58'08''$ W., AND A CHORD LENGTH OF 49.07 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.29 FEET, TO THE END OF SAID CURVE; THENCE N. $01^{\circ}26'39''$ E., A DISTANCE OF 49.38 FEET; THENCE S. $89^{\circ}36'56''$ W., A DISTANCE OF 241.16 FEET; THENCE N. $00^{\circ}04'22''$ E., A DISTANCE OF 163.51 FEET; THENCE N. $08^{\circ}42'31''$ W., A DISTANCE OF 70.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $23^{\circ}00'29''$, A CHORD BEARING OF N. $20^{\circ}12'46''$ W., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET, TO THE END OF SAID CURVE; THENCE N. $31^{\circ}43'00''$ W., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF $35^{\circ}38'16''$, A CHORD BEARING OF N. $13^{\circ}53'52''$ W., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET, TO THE END OF SAID CURVE; THENCE N. $03^{\circ}55'16''$ E., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF $20^{\circ}01'46''$, A CHORD BEARING OF N. $06^{\circ}05'37''$ W., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET, TO THE END OF SAID CURVE; THENCE N. $16^{\circ}06'30''$ W., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF $28^{\circ}30'04''$, A CHORD BEARING OF N. $01^{\circ}51'28''$ W., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $23^{\circ}56'39''$, A CHORD BEARING OF N. $00^{\circ}25'15''$ E., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET, TO THE END OF SAID CURVE; THENCE N. $11^{\circ}33'05''$ W., A DISTANCE OF 26.09 FEET; THENCE N. $01^{\circ}20'37''$ W., A DISTANCE OF 54.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF $22^{\circ}30'22''$, A CHORD BEARING OF N. $07^{\circ}29'36''$ W., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $39^{\circ}51'42''$, A CHORD BEARING OF N. $38^{\circ}40'38''$ W., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF $94^{\circ}14'47''$, A CHORD BEARING OF N. $11^{\circ}29'05''$ W., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $37^{\circ}46'33''$, A CHORD BEARING OF N. $16^{\circ}45'02''$ E., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET, TO THE END OF SAID CURVE; THENCE N. $06^{\circ}40'40''$ W., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF $12^{\circ}06'17''$, A CHORD BEARING OF N. $00^{\circ}37'32''$ W., AND A CHORD LENGTH

OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET, TO THE END OF SAID CURVE; THENCE N. 05°25'37" E., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF N. 32°58'41" W., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF 60°21'58", A CHORD BEARING OF N. 41°12'00" W., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FEET, TO THE END OF SAID CURVE; THENCE N. 12°46'16" W., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING OF N. 06°09'38" E., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET, TO THE END OF SAID CURVE; THENCE N. 25°05'32" E., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF N. 32°37'17" E., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING OF N. 35°35'13" E., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 23°46'45", A CHORD BEARING OF N. 19°08'00" E., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET, TO THE END OF SAID CURVE; THENCE N. 07°14'38" E., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF N. 01°11'26" E., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET, TO THE END OF SAID CURVE; THENCE N. 04°51'46" W., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF N. 00°39'10" E., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET, TO THE END OF SAID CURVE; THENCE N. 06°10'05" E., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF N. 15°48'39" E., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET, TO THE END OF SAID CURVE; THENCE N. 25°27'12" E., A DISTANCE OF 72.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF N. 12°45'17" E., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET, TO THE END OF SAID CURVE; THENCE N. 00°03'22" E., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°47'50", A CHORD BEARING OF N. 15°57'17" E., AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'18", A CHORD BEARING OF N. 41°12'21" E., AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET, TO THE END OF SAID CURVE; THENCE N. 51°53'17" E., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF N. 68°35'38" E., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG

THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF $53^{\circ}27'49''$, A CHORD BEARING OF N. $56^{\circ}00'49''$ E., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 173.66 FEET, A CENTRAL ANGLE OF $10^{\circ}26'14''$, A CHORD BEARING OF N. $23^{\circ}56'51''$ E., AND A CHORD LENGTH OF 31.59 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF $16^{\circ}43'45''$, A CHORD BEARING OF N. $10^{\circ}49'28''$ E., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF $41^{\circ}00'49''$, A CHORD BEARING OF N. $26^{\circ}57'38''$ E., AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET, TO THE END OF SAID CURVE; THENCE N. $41^{\circ}56'39''$ E., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF $19^{\circ}47'28''$, A CHORD BEARING OF N. $32^{\circ}02'55''$ E., AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF $19^{\circ}57'14''$, A CHORD BEARING OF N. $32^{\circ}07'48''$ E., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF $12^{\circ}21'39''$, A CHORD BEARING OF N. $48^{\circ}17'15''$ E., AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF $26^{\circ}53'54''$, A CHORD BEARING OF N. $41^{\circ}01'07''$ E., AND A CHORD LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.17 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 63.21 FEET, A CENTRAL ANGLE OF $41^{\circ}28'44''$, A CHORD BEARING OF N. $06^{\circ}49'48''$ E., AND A CHORD LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, A CENTRAL ANGLE OF $24^{\circ}36'11''$, A CHORD BEARING OF N. $01^{\circ}36'28''$ W., AND A CHORD LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.28 FEET, TO THE END OF SAID CURVE; THENCE N. $10^{\circ}41'37''$ E., A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF $24^{\circ}36'12''$, A CHORD BEARING OF N. $22^{\circ}59'43''$ E., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.05 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 421.93 FEET, A CENTRAL ANGLE OF $06^{\circ}20'50''$, A CHORD BEARING OF N. $38^{\circ}28'14''$ E., AND A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 83.50 FEET, A CENTRAL ANGLE OF $17^{\circ}08'57''$, A CHORD BEARING OF N. $50^{\circ}59'21''$ E., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF $60^{\circ}18'50''$, A CHORD BEARING OF N. $29^{\circ}24'25''$ E., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET, TO THE END OF SAID CURVE; THENCE N. $00^{\circ}45'00''$ W., A DISTANCE OF 7.13 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N. $89^{\circ}15'00''$ E., ALONG SAID NORTH LINE A DISTANCE OF 1,565.15 FEET TO

THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE N. 89°16'35" E., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2,629.24 FEET; THENCE S. 00°47'30" E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2,686.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE S. 00°52'31" E., ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,712.07 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
(MULTI FAMILY LAKE COMMUNITY PARCEL)

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE S. 01°11'45" E., ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N. 89°18'12" E., ALONG A LINE THAT IS PARALLEL TO AND 125.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,786.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF S. 57°06'09" E., AND A CHORD LENGTH OF 1,057.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,121.06 FEET TO THE END OF SAID CURVE; THENCE S. 23°30'29" E., A DISTANCE OF 472.61 FEET; THENCE S. 35°48'57" W., A DISTANCE OF 970.47 FEET; THENCE S. 89°36'04" W., A DISTANCE OF 2,258.30 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N. 01°11'45" W., ALONG SAID WEST LINE, A DISTANCE OF 1,789.33 FEET TO THE POINT OF BEGINNING. BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER AS BEING N. 89°18'12" E.

LESS AND EXCEPT THAT PORTION CONVEYED IN OFFICIAL RECORDS INSTRUMENT NO. 2006000441198.

PARCEL 3:
(125 FOOT RIGHT OF WAY SECTIONS 1 AND 2)

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N. 89°18'12" E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,787.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,081.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF S. 57°06'09" E., AND A CHORD LENGTH OF 1,196.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.65 FEET TO THE END OF SAID CURVE; THENCE S. 23°30'29" E., A DISTANCE, OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF S. 56°57'22" E., AND A CHORD LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N. 89°35'46" E., A DISTANCE OF 1,089.23 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE CONTINUE N. 89°35'46" E., A DISTANCE OF 698.09 FEET; THENCE S.

00°04'22" W., A DISTANCE OF 125.00 FEET; THENCE S. 89°35'46" W., A DISTANCE OF 695.74 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUES. 89°35'46" W., A DISTANCE OF 1,090.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,080.00 FEET A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF N. 56°57'22" W., AND A CHORD LENGTH OF 1,190.54 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,260.95 FEET TO THE END OF SAID CURVE; THENCE N. 23°30'29" W., A DISTANCE OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF N. 57°06'09" W., AND A CHORD LENGTH OF 1,057.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,121.06 FEET TO THE END OF SAID CURVE; THENCE S. 89°18'12" W., A DISTANCE OF 1,786.83 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N. 01° 11'45" W., ALONG SAID WEST LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N. 89°18'22" E.

PARCEL 4:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE N.89°22'05"E. ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2621.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N.89°22'06"E. ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 39.26 FEET TO THE POINT OF BEGINNING; THENCE N.00°37'52"W. FOR 45.56 FEET; THENCE N.13°10'22"W. FOR 45.08 FEET; THENCE N.24°06'36"W. FOR 35.33 FEET; THENCE N.27°26'21"E. FOR 36.50 FEET; THENCE N.04°24'28"W. FOR 146.48 FEET; THENCE N.01°50'22"W. FOR 59.47 FEET; THENCE N.05°20'04"E. FOR 84.09 FEET; THENCE N.06°01'08"W. FOR 27.70 FEET; THENCE N.38°37'23"W. FOR 28.11 FEET; THENCE N.03°03'48"E. FOR 31.72 FEET; THENCE N.15°34'13"E. FOR 42.02 FEET; THENCE N.05°17'36"W. FOR 83.01 FEET; THENCE N.15°21'15"E. FOR 40.48 FEET; THENCE N.07°11'42"W. FOR 50.24 FEET; THENCE N.02°08'14"E. FOR 121.80 FEET; THENCE N.24°18'06"E. FOR 39.37 FEET; THENCE N.14°32'32"E. FOR 70.83 FEET; THENCE N.02°54'14"E. FOR 56.38 FEET; THENCE N.49°47'49"E. FOR 46.33 FEET; THENCE N.39°21'24"W. FOR 168.09 FEET; THENCE N.55°58'56"E. FOR 198.37 FEET; THENCE S.32°58'19"E. FOR 160.61 FEET; THENCE N.57°28'13"E. FOR 24.86 FEET; THENCE N.19°10'43"E. FOR 83.31 FEET; THENCE S.87°17'35"E. FOR 91.54 FEET; THENCE N.79°48'33"E. FOR 60.20 FEET; THENCE N.88°09'12"E. FOR 204.68 FEET; THENCE S.74°47'24"E. FOR 66.34 FEET; THENCE S.86°21'09"E. FOR 72.94 FEET; THENCE S.89°40'53"E. FOR 38.13 FEET; THENCE S.08°51'00"E. FOR 14.61 FEET; THENCE N.77°49'57"E. FOR 106.68 FEET; THENCE S.28°01'19"W. FOR 85.73 FEET; THENCE S.66°32'33"W. FOR 31.94 FEET; THENCE S.31°23'07"W. FOR 18.46 FEET; THENCE S.51°54'24"E. FOR 22.09 FEET; THENCE S.38°05'36"W. FOR 64.60 FEET; THENCE N.82°02'09"E. FOR 37.03 FEET; THENCE N.76°28'17"E. FOR 51.13 FEET; THENCE N.15°29'26"E. FOR 5.57 FEET; THENCE N.78°25'24"E. FOR 75.32 FEET; THENCE N.50°56'30"E. FOR 17.32 FEET; THENCE N.05°42'20"W. FOR 37.65 FEET; THENCE N.55°20'02"E. FOR 22.31 FEET; THENCE N.05°25'36"E. FOR 31.42 FEET; THENCE N.57°15'02"E. FOR 49.01 FEET; THENCE N.75°47'23"E. FOR 60.29 FEET; THENCE S.14°42'10"E. FOR 58.07 FEET; THENCE S.27°07'07"W. FOR 26.20 FEET; THENCE N.63°17'33"E. FOR 35.61 FEET; THENCE N.56°43'58"E. FOR 43.23 FEET; THENCE N.65°01'20"E. FOR 46.06 FEET; THENCE S.59°41'23"E. FOR 29.68 FEET; THENCE

N.66°13'58"E. FOR 11.78 FEET; THENCE N.02°40'19"W. FOR 42.57 FEET; THENCE N.83°48'10"E. FOR 98.72 FEET; THENCE S.87°29'38"E. FOR 103.58 FEET; THENCE N.82°20'12"E. FOR 185.19 FEET; THENCE S.52°19'18"W. FOR 114.87 FEET; THENCE S.19°19'48"W. FOR 25.77 FEET; THENCE S.09°13'56"E. FOR 44.10 FEET; THENCE S.70°20'36"W. FOR 73.30 FEET; THENCE S.30°16'30"E. FOR 17.26 FEET; THENCE S.75°10'41"E. FOR 16.72 FEET; THENCE S.58°22'29"E. FOR 52.16 FEET; THENCE S.47°55'36"E. FOR 12.64 FEET; THENCE N.35°08'21"E. FOR 9.80 FEET; THENCE S.75°21'32"E. FOR 46.45 FEET; THENCE N.77°52'29"E. FOR 24.33 FEET; THENCE N.53°19'47"E. FOR 15.02 FEET; THENCE N.42°09'45"E. FOR 71.81 FEET; THENCE S.73°01'41"E. FOR 42.10 FEET; THENCE N.03°57'03"E. FOR 42.43 FEET; THENCE N.33°38'12"E. FOR 114.26 FEET; THENCE N.55°41'18"E. FOR 30.67 FEET; THENCE N.84°40'46"E. FOR 62.90 FEET; THENCE S.83°25'51"E. FOR 70.94 FEET; THENCE S.70°21'11"E. FOR 98.29 FEET; THENCE N.86°44'27"E. FOR 379.68 FEET; THENCE N.88°59'48"E. FOR 164.39 FEET; THENCE S.79°35'37"E. FOR 53.89 FEET; THENCE S.12°08'18"W. FOR 5.00 FEET; THENCE S.72°38'50"E. FOR 80.89 FEET; THENCE S.63°18'36"E. FOR 63.98 FEET; THENCE S.89°55'16"E. FOR 116.93 FEET; THENCE N.14°03'10"W. FOR 33.10 FEET; THENCE N.45°10'25"W. FOR 39.62 FEET; THENCE N.15°15'53"E. FOR 10.86 FEET; THENCE N.56°14'12"W. FOR 45.41 FEET; THENCE N.44°46'04"E. FOR 17.24 FEET; THENCE N.07°57'23"E. FOR 22.66 FEET; THENCE N.67°31'00"W. FOR 24.83 FEET; THENCE N.46°45'02"W. FOR 34.71 FEET; THENCE N.13°24'45"W. FOR 43.68 FEET; THENCE N.49°18'10"W. FOR 12.73 FEET; THENCE N.68°25'53"W. FOR 17.69 FEET; THENCE N.00°47'46"E. FOR 108.96 FEET; THENCE N.21°26'26"E. FOR 33.47 FEET; THENCE N.02°00'23"E. FOR 42.74 FEET; THENCE N.16°18'10"W. FOR 60.68 FEET; THENCE N.05°19'56"E. FOR 46.89 FEET; THENCE N.30°08'17"E. FOR 65.71 FEET; THENCE N.61°01'36"E. FOR 22.78 FEET; THENCE S.88°58'32"E. FOR 23.08 FEET; THENCE S.67°29'37"E. FOR 18.65 FEET; THENCE N.40°35'43"E. FOR 12.40 FEET; THENCE N.64°30'39"W. FOR 24.03 FEET; THENCE N.34°00'35"W. FOR 14.44 FEET; THENCE N.00°29'11"W. FOR 26.64 FEET; THENCE N.20°35'38"E. FOR 12.53 FEET; THENCE N.35°15'23"E. FOR 59.35 FEET; THENCE N.34°40'21"E. FOR 60.05 FEET; THENCE N.71°30'08"E. FOR 87.94 FEET; THENCE N.87°16'43"E. FOR 72.99 FEET; THENCE S.88°37'46"E. FOR 117.73 FEET; THENCE S.13°52'12"E. FOR 45.17 FEET; THENCE S.23°48'27"E. FOR 58.79 FEET; THENCE S.15°52'53"E. FOR 51.84 FEET; THENCE S.32°07'15"E. FOR 47.62 FEET; THENCE S.55°39'16"E. FOR 80.48 FEET; THENCE N.78°14'39"E. FOR 14.32 FEET; THENCE N.31°24'59"E. FOR 25.94 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.12 FEET, A CHORD BEARING OF N.59°15'12"E AND A CHORD OF 107.94 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.51°48'59"W.,; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°08'22" FOR 110.41 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 67.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°55'47" FOR 42.02 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 179.22 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'49" FOR 66.62 FEET; THENCE S.00°44'03"E. FOR 49.53 FEET; THENCE S.13°05'07"E. FOR 84.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 60°55'49", A CHORD BEARING OF S.43°33'02"E., AND A CHORD LENGTH OF 30.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.90 FEET TO THE END OF SAID CURVE; THENCE S.74°00'56"E. FOR 61.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 47°12'02", A CHORD BEARING OF S.50°24'55"E., AND A CHORD LENGTH OF 16.01 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.48 FEET TO THE END OF SAID CURVE; THENCE S.26°48'54"E. FOR 75.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00

FEET, A CENTRAL ANGLE OF $35^{\circ}03'51''$, A CHORD BEARING OF $S.44^{\circ}20'50''E.$, AND A CHORD LENGTH OF 60.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.20 FEET TO THE END OF SAID CURVE; THENCE $S.61^{\circ}52'46''E.$ FOR 33.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $56^{\circ}57'08''$, A CHORD BEARING OF $N.84^{\circ}07'03''E.$, AND A CHORD LENGTH OF 28.61 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.82 FEET TO THE END OF SAID CURVE; THENCE $N.55^{\circ}38'29''E.$ FOR 41.12 FEET; THENCE $N.02^{\circ}02'40''E.$ FOR 84.21 FEET; THENCE $N.09^{\circ}51'32''W.$ FOR 26.62 FEET; THENCE $N.34^{\circ}48'40''E.$ FOR 36.19 FEET; THENCE $S.78^{\circ}04'26''E.$ FOR 72.94 FEET; THENCE $N.81^{\circ}20'28''E.$ FOR 66.84 FEET; THENCE $N.89^{\circ}34'21''E.$ FOR 44.80 FEET; THENCE $S.09^{\circ}01'02''E.$ FOR 99.51 FEET; THENCE $S.01^{\circ}08'27''E.$ FOR 72.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $33^{\circ}28'31''$, A CHORD BEARING OF $S.15^{\circ}35'49''W.$, AND A CHORD LENGTH OF 43.20 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.82 FEET TO THE END OF SAID CURVE; THENCE $S.30^{\circ}17'06''W.$ FOR 64.36 FEET; THENCE $N.81^{\circ}48'35''E.$ FOR 130.81 FEET; THENCE $N.79^{\circ}18'13''E.$ FOR 89.03 FEET; THENCE $N.74^{\circ}36'41''E.$ FOR 89.03 FEET; THENCE $N.77^{\circ}13'23''E.$ FOR 42.42 FEET; THENCE $N.87^{\circ}08'20''E.$ FOR 73.25 FEET; THENCE $N.51^{\circ}03'34''E.$ FOR 69.15 FEET; THENCE $N.54^{\circ}58'06''E.$ FOR 62.90 FEET; THENCE $N.73^{\circ}13'26''E.$ FOR 111.28 FEET; THENCE $N.57^{\circ}20'31''E.$ FOR 60.37 FEET; THENCE $N.82^{\circ}10'43''E.$ FOR 62.32 FEET; THENCE $N.44^{\circ}37'08''E.$ FOR 37.99 FEET; THENCE $N.12^{\circ}13'58''E.$ FOR 71.54 FEET; THENCE $N.89^{\circ}50'32''E.$ FOR 326.47 FEET; THENCE $S.03^{\circ}53'01''W.$ FOR 75.93 FEET; THENCE $S.05^{\circ}35'22''W.$ FOR 76.27 FEET; THENCE $S.00^{\circ}31'45''W.$ FOR 85.93 FEET; THENCE $S.07^{\circ}32'50''W.$ FOR 94.80 FEET; THENCE $S.04^{\circ}13'49''W.$ FOR 119.37 FEET; THENCE $S.07^{\circ}52'59''E.$ FOR 50.23 FEET; THENCE $S.46^{\circ}59'02''E.$ FOR 47.10 FEET; THENCE $S.00^{\circ}03'47''E.$ FOR 26.76 FEET; THENCE $S.33^{\circ}56'54''W.$ FOR 61.26 FEET; THENCE $S.29^{\circ}01'58''W.$ FOR 66.79 FEET; THENCE $S.26^{\circ}55'50''W.$ FOR 91.26 FEET; THENCE $S.27^{\circ}41'19''W.$ FOR 73.77 FEET; THENCE $S.09^{\circ}55'38''W.$ FOR 52.57 FEET; THENCE $S.21^{\circ}09'23''W.$ FOR 55.74 FEET; THENCE $S.33^{\circ}27'08''W.$ FOR 38.87 FEET; THENCE $S.11^{\circ}12'50''W.$ FOR 169.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $56^{\circ}22'12''$, A CHORD BEARING OF $S.39^{\circ}23'56''W.$, AND A CHORD LENGTH OF 47.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.19 FEET TO THE END OF SAID CURVE; THENCE $S.67^{\circ}35'02''W.$ FOR 107.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $98^{\circ}30'03''$, A CHORD BEARING OF $S.18^{\circ}20'00''W.$, AND A CHORD LENGTH OF 30.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.38 FEET TO THE END OF SAID CURVE; THENCE $S.30^{\circ}55'01''E.$ FOR 159.88 FEET; THENCE $S.89^{\circ}33'12''E.$ FOR 60.02 FEET; THENCE $S.44^{\circ}22'03''E.$ FOR 68.75 FEET; THENCE $S.01^{\circ}59'54''W.$ FOR 93.52 FEET; THENCE $S.24^{\circ}15'16''W.$ FOR 25.79 FEET; THENCE $S.45^{\circ}54'24''W.$ FOR 46.95 FEET; THENCE $S.07^{\circ}26'39''E.$ FOR 61.98 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE $S.89^{\circ}21'09''W.$, ALONG SAID SOUTH LINE FOR 2,271.98 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE $S.89^{\circ}22'06''W.$, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 FOR 2,581.86 FEET, TO THE POINT OF BEGINNING.

PARCEL 6:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN LIMITED GRANT OF EASEMENT BY AND BETWEEN CORKSCREW GROWERS, INC., GRANTOR, AND BEACH ROAD DEVELOPMENT CO., LLC, GRANTEE, RECORDED SEPTEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 3491, PAGE 2184, COMMENCEMENT

AFFIDAVIT RECORDED OCTOBER 13, 2005 IN OFFICIAL RECORDS INSTRUMENT #2005000070028, ALL OF THE PUBLIC RECORDS LEE COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY;

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N. 89°52' 12" E. ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 2629.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE N. 89°52'32" E. ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2629.85 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S. 00°37'08" E. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 150.01 FEET; THENCE S. 89°52'32" W., A DISTANCE OF 2629.61 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE S. 89°52' 12" W., A DISTANCE OF 2629.48 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE N 00°48'13" W., A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING AN ASSUMED BEARING OF N. 89°52' 12" E.

PARCEL 9:

ACCESS EASEMENT CONTAINED IN PARAGRAPH 3(B) OF THE UNRECORDED ROADWAY DEVELOPMENT AGREEMENT BONITA BEACH ROAD DATED JULY 30, 2013 BETWEEN ACF 10-A BONITA, L.L.C. AND RP BONITA BEACH RD., OVER A PORTION (TO BE SPECIFIED) OF THE LANDS AS SET FORTH IN GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 2008000007045 AND SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 2008000007043, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

EXHIBIT B
SCHEDULE OF PERMITTED EXCEPTIONS

1. Building restrictions, zoning regulations and land use regulations adopted by any municipal or other public authority relating to the Property
2. The lien of the taxes for the year 2013 and all subsequent years, which are not yet due and payable.
3. Oil, gas and mineral rights contained in Warranty Deed recorded in Deed Book 215, Page 6 and Deed Book 216, Page 419 and affected by Mineral Deed recorded in Book 231, Page 746 and Book 275, Page 729 and affected by Notice of Interest in Land Pursuant to Florida Statutes Section 704.05 and Florida Statutes Chapter 712 recorded as Instrument 2010000182256, Surface Rights of entry and exploration have been waived by Waiver of Surface Exploration Rights recorded as Instrument No. 2011000145985. (As to Parcels 1, 2, 3 and 4).
4. Easement granted to Florida Power & Light Company by instrument recorded in Book 1224, Page 1779 as affected by Partial Release of Easement recorded in Instrument No. 2006000278303. (As to Parcel 3)
5. Easement granted to Florida Power & Light Company by instrument recorded in Book 1224, Page 1780. (As to Parcel 1)
6. The terms, provisions and conditions contained in that certain Limited Grant of Easement by and between Corkscrew Growers, Inc. and Beach Road Development Co., LLC as set forth in instrument recorded in Book 3491, Page 2184 and Commencement Affidavit recorded in Instrument 2005000070028. (As to Parcels 1, 2, 3 4 and 9)
7. The terms, provisions and conditions contained in that certain Boundary Line Agreement between Beach Road Development Company, LLC, a Florida limited liability company and DiVosta Homes, L.P., a Delaware limited partnership as set forth in instrument recorded in Book 4250, Page 4555. (As to Parcels 2, 3 and 9)
8. The terms, provisions and conditions contained in that certain Bonita Beach Road Golf Community Development Agreement between City of Bonita Springs, a municipal corporation and Beach Road Development Company, LLC, a Florida limited liability company as set forth in instrument recorded in Book 4741, Page 1647, as affected by Extension of the Bonita Beach Road Golf Community Development Agreement recorded July 29, 2011 as Instrument No. 2011000170569. (As to Parcels 1 and 9)
9. The terms, provisions and conditions contained in that certain East Bonita Active Adult Development Agreement between City of Bonita Springs, a municipal corporation and Beach Road Development Company, LLC, a Florida limited liability company as set forth in instrument recorded in Book 4741, Page 1727, as affected by Extension of the East Bonita Active Adult Development Agreement recorded July 29, 2011 as Instrument No. 2011000170568. (As to Parcels 2, 3 and 9)

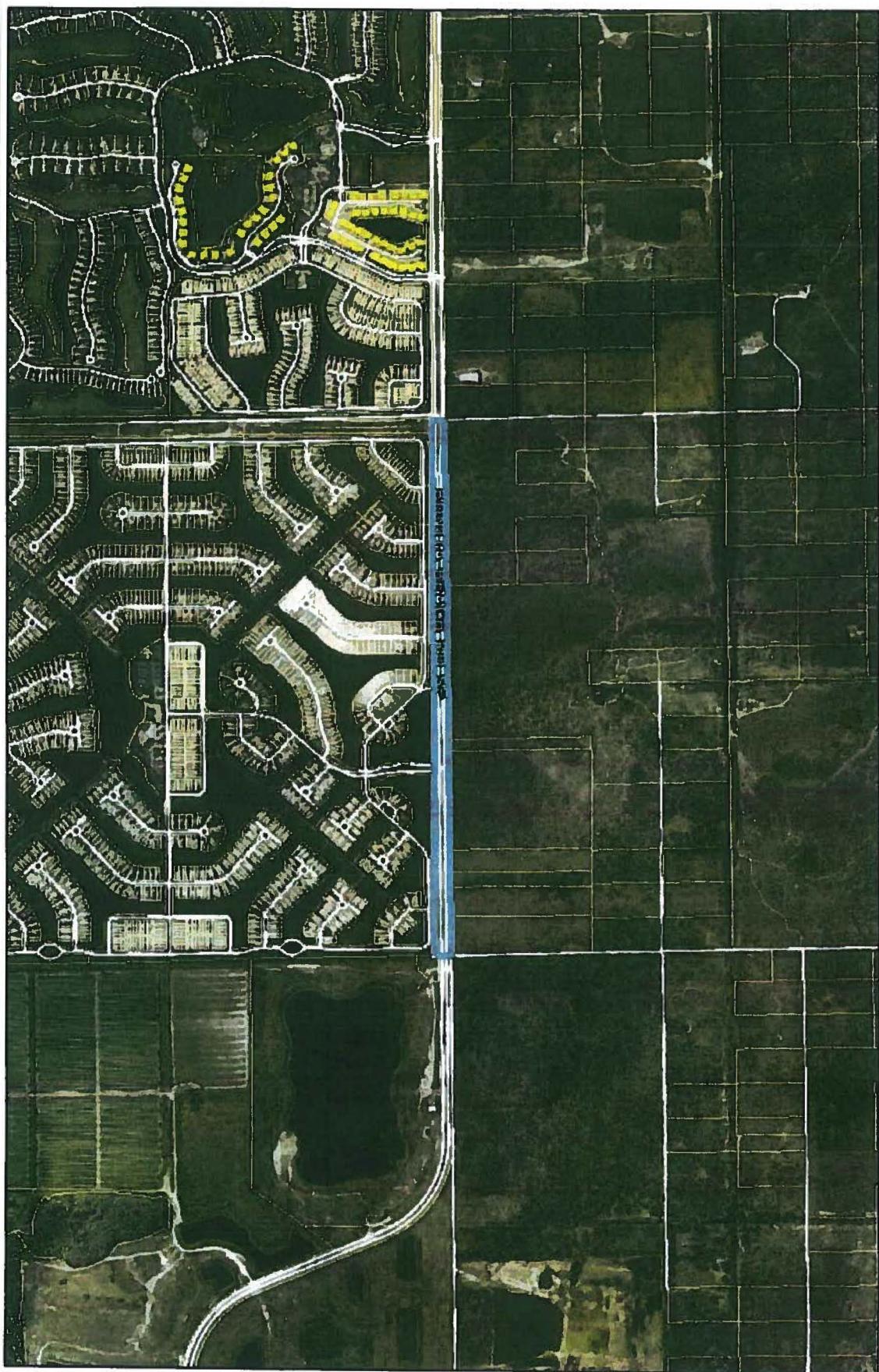
10. The terms, provisions and conditions contained in that certain Beach Road Estates Development Agreement between City of Bonita Springs, a municipal corporation and Beach Road Development Company, LLC, a Florida limited liability company as set forth in Instrument recorded in Book 4741, Page 1748 the term of which has been amended and extended to September 21, 2035, by an unrecorded Extension of the Beach Road Estates Development Agreement ACF 10-A Bonita L.L.C., dated October 5, 2011, executed by ACF 10-A Bonita L.L.C. and the City of Bonita Springs. (As to Parcels 4 and 9)
11. The terms, provisions and conditions contained in that certain Non-Exclusive Easement Agreement between Beach Road Development, L.P., a Delaware limited partnership and Levitt and Sons of Lee County, LLC, a Florida limited liability company as set forth in Instrument recorded as Instrument No. 2005000070030. (As to Parcel 3)
12. The terms, provisions and conditions contained in that certain Non-Exclusive Easement Agreement between Beach Road Development, L.P., a Delaware limited partnership and Acacia Credit Fund 10-A, LLC, a Delaware limited liability company as set forth in Instrument recorded as Instrument No. 2005000074820. (As to Parcels 3 and 9)
13. Grant of Utility Easement in favor of Bonita Springs Utilities, Inc., a Florida not-for-profit corporation, as set forth in Instrument recorded as Instrument No. 2008000045685. (As to Parcels 2 and 3)
14. The terms, provisions and conditions contained in that certain Assignment of Rights (Levitt Property) recorded March 21, 2011 as Instrument 2011000068525 and subsequently assigned to RP Bonita Beach Rd, L.L.C., by Assignment of Rights (Levitt Property) recorded May 2, 2011 as Instrument No. 2011000102700. (As to Parcels 1 through 4)
15. The terms, provisions and conditions contained in that certain Quit Claim Assignment of Rights (Acacia Property) between R.C. Properties VII, LLC, a Delaware limited liability company and BB Road, LLC, a Florida limited liability company recorded March 21, 2011 as Instrument No. 2011000068526. (As to Parcels 1 through 4)
16. The terms, provisions and conditions contained in that certain Quit Claim Assignment of Rights (Levitt Property) between R.C. Properties VII, LLC, a Delaware limited liability company and BB Road, LLC, a Florida limited liability company recorded as Instrument No. 2011000068527. (As to Parcels 1 through 4)
17. The terms, provisions and conditions contained in that certain Assignment of Rights (Levitt Property) between BB Road, a Florida limited liability company; Daniel B. Light and OBPFL-BBR, LLC, a Florida limited liability company recorded May 02, 2011 as Instrument No. 2011000102699. (As to Parcels 1 through 4)
18. Terms, provisions and conditions of the Beach Road Golf Estates Community Development District as evidenced by the Notice of Establishment of the Beach

Road Golf Estates Community Development District, recorded on April 2, 2008 as
Instrument No. 200800086311. (Affects Parcels 1 and 4)

19. Terms, conditions and provisions contained in that certain unrecorded Joint Development Agreement dated July 30, 2013 between ACF 10-A Bonita, L.L.C., and RP Bonita Beach Rd., LLC, and that certain unrecorded Roadway Development Agreement Bonita Beach Road dated July 30, 2013 between ACF 10-A Bonita, L.L.C. and RP Bonita Beach Rd., LLC, as evidenced by the Memorandum of Development Agreements dated July 30, 2013 and recorded on August 2, 2013 as Instrument No. 201300179529, as affected by that certain Notice of Joinder to Development Agreements between SHR Bonita Springs, LLC and RP Bonita Beach Rd., LLC, recorded on September 4, 2013, and recorded as Instrument No. 201300204173. (Affects Parcels 1 through 9)
20. Terms, conditions and provisions of the unrecorded Access Easement contained in Paragraph 3.(b) of the Roadway Development Agreement Bonita Beach Road, including loss or damage arising from: a) rights of third parties arising from the lack of constructive notice and failure to record the Access Easement in the Public Records for Lee County, Florida; and b) any deficiency in the description of the easement parcel resulting from the the lack of a specific, identifiable legal description for the easement. (Affects Parcel 9)
21. Oil, gas and mineral reservations contained in Warranty Deed from Barron Collier, Jr., joined by his wife, Barbara May Collier, and Miles Collier, joined by his wife, Isabel Collier, recorded March 27, 1952 in Deed Book 216, Page 419, as affected by Oil, Gas and Mineral Deed recorded January 28, 1964 in Book 231, Page 746; Supplemental Oil, Gas and Mineral Deed recorded November 20, 1964 in Book 275, Page 729; Oil, Gas and Minerals Deed recorded October 9, 1980 in Book 1458, Page 1856; Corrections to Oil, Gas and Minerals Deed recorded December 28, 1981 in Book 1569, Page 1672 and Notice of Interest in Land Pursuant to Florida Statutes Section 704.05 and Florida Statutes Chapter 712 recorded July 22, 2010 in Instrument No. 201000182256. (As to Parcel 9)
22. The terms, provisions and conditions contained in that certain Declaration of Restrictions and Obligations between Acacia Credit Fund 10-A, L.L.C. and Beach Road Development, L.P., recorded as Instrument No. 2005000074821. (As to Parcel 9)
23. The terms, provisions and conditions contained in that certain Declaration of Restrictions between Acacia Credit Fund 19-A , L.L.C., and Levitt and Sons of Lee County, LLC., recorded as Instrument No. 2005000074822. (As to Parcel 9)
24. The terms, provisions and conditions contained in that certain Notice of Establishment of the Beach Road Estates Community Development District recorded as Instrument No. 2008000086303. (As to Parcel 9)
25. The terms, provisions and conditions contained in that certain Notice of Development Order Approval recorded as Instrument No. 2008000286819. (As to Parcel 9)

26. The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded as Instrument No. 200800033510. (As to Parcel 9)
27. Grant of Utility Easement in favor of Bonita Springs Utilities, Inc., a Florida not-for-profit corporation as set forth in Instrument recorded as Instrument No. 2008000045683. (As to Parcel 9)
28. Survey prepared by BBLS Surveyors and Mappers Inc, dated 1/18/2011, last revised July 30, 2013, under Job No. N/A, shows the following: sand road on subject property, various ditches through the subject property and a lake on the subject property (As to Parcels 1-4).
29. Survey prepared by Banks Engineering, dated August 2, 2013, under Job No. 1324, shows the following: dirt road and encroachment of barbed wire fence along the eastern boundary line (As to Parcels 5-8).
30. Terms, conditions and provisions of that certain unrecorded Agricultural Lease dated December 28, 2009, originally between RC Properties VII, LLC (Original Landlord), and Jims Cattle and Agricultural Fencing, LLC (Original Tenant), as affected by First Amendment and Assignment of Agricultural Lease dated August 1, 2011, between RP Bonita Beach Rd, L.L.C. (Current Landlord), Jims Cattle and Agricultural Fencing, LLC (Original Tenant), and Bailey Farms South, LLC (Current Tenant). (As to Parcel 1)

Exhibit B



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

7B

*This instrument was prepared
without an opinion of title and
after recording return to:*
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

INTERLOCAL COST-SHARING AGREEMENT

THIS INTERLOCAL COST-SHARING AGREEMENT (this “Agreement”) is made this 2nd day of June, 2017, by and among BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes (“BRGE”); BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes (“BL”); EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes (“EBBR”); and VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (“VBHOA”). BRGE, BL, EBBR, and VBHOA are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other to provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, BRGE, BL, and EBBR are each a local unit of special purpose government organized and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended, and established pursuant to ordinances of the City Council of the City of Bonita Springs, Florida; and

WHEREAS, BRGE is the community development district formed with respect the Bonita National community (“Bonita National”) and its boundaries are described on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, BL is the community development district formed with respect the Bonita Landing community (“Bonita Landing”) and its boundaries are described on Exhibit “B” attached hereto and made a part hereof; and

WHEREAS, EBBR is the community development district formed with respect the East Bonita Beach Road community (“EBBR Project”) and its boundaries are described on Exhibit “C” attached hereto and made a part hereof; and

WHEREAS, VBHOA is the entity responsible for the common areas of the residential community constructed or to be constructed on the real property described on Exhibit “D” attached hereto and made a part hereof (“Valencia Bonita”); and

WHEREAS, Bonita National, Bonita Landing, the EBBR Project, and Valencia Bonita (sometimes individually referred to herein as a “Project” or sometimes collectively referred to herein as the “Projects”) are all subject to that certain United States Army Corp of Engineers (“ACOE”) Section 404 Permit, having permit number of SAJ-2001-2043 (IP-MN), as the same has been modified and amended from time to time (“ACOE Permit”), which permit was originally effective as of April 20, 2004; and

WHEREAS, the ACOE Permit contains requirements for both on-site and off-site mitigation that are applicable collectively to the Projects (“ACOE Permit Obligations”); and

WHEREAS, the ACOE Permit Obligations establish and require certain on-site mitigation undertakings that are applicable to each of the Projects, together with certain off-site mitigation requirements applicable to all of the Projects, which mitigation specifically is expected to take place on approximately 640 acres of land owned by BRGE, sometimes commonly referred to as the “LaBelle Ranch” and legally described on Exhibit “E” attached hereto and made a part hereof (“Hendry County Mitigation Property”); and

WHEREAS, as of the Effective Date of this Agreement, the ACOE Permit Obligations are, in part, satisfied and, in part, unsatisfied and the Parties desire to apportion responsibility for the unsatisfied ACOE Permit Obligations and allocate responsibility for completion of the unsatisfied ACOE Permit Obligations between the Projects as more particularly set forth in this Agreement; and

WHEREAS, due to the nature of the ACOE Permit Obligations, the regulatory compliance status of any one Party is dependent upon the other Parties’ satisfactory performance of the ACOE Permit Obligations relative to their Project; and

WHEREAS, further, the extension of Bonita Beach Road is a roadway that connects Bonita National, Bonita Landing, the EBBR Project, and Valencia Bonita within the Bonita Beach Road RPD and said extension of Bonita Beach Road is currently owned by BRGE and is legally described on Exhibit “F” attached hereto and made a part hereof (“BBR On-Site Extension”); and

WHEREAS, Bonita National, Bonita Landing, the EBBR Project and Valencia Bonita are the beneficiaries of that certain easement recorded in Official Records Book 3491, Page 2184, of the Public Records of Lee County, Florida, providing access across other portions of Bonita Beach Road (“BBR Off-Site Extension”); and

WHEREAS, the maintenance of the BBR Off-Site Extension is the responsibility of the benefitted parties of the easement for the BBR Off-Site Extension; and

WHEREAS, each Party acknowledges its Project is benefitted by the BBR On-Site Extension and the BBR Off-Site Extension (collectively referred to as the “BBR Extension”) and the proper and timely maintenance of the BBR Extension is vital to each Project, so as such, the Parties desire to apportion the responsibility for the future maintenance, repair, and replacement of the BBR Extension and share the costs of said maintenance, repair, and replacement in the manner described herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. ACOE Permit. The ACOE Permit authorizes the discharge of fill into jurisdictional wetlands, jurisdictional waters, and wetlands within the Bonita Beach Road RPD. As of the date of this Agreement, the ACOE Permit requires and incorporates the On-Site Mitigation Work and the Off-Site Mitigation Work (each as defined hereinafter).

a. ACOE Permit Obligations; On-Site Mitigation Work. The On-Site Mitigation Work shall mean the mitigation and required monitoring work described in the ACOE Permit, as may be updated from time to time, attributable only to Bonita National, Bonita Landing, the EBBR Project, and Valencia Bonita, individually. Each Party shall be solely responsible, as its sole cost and expense, for the successful completion of the On-Site Mitigation Work located within its respective Project and required monitoring thereof. Such On-Site Mitigation Work shall be performed by the applicable Party consistent with the terms of the ACOE Permit and otherwise in accordance with all applicable governmental laws, codes, statutes, regulations, ordinances, permits, and approvals. The responsibility for On-Site Mitigation Work shall continue as to each Project until the requirements for said Project are released by both South Florida Water Management District (“SFWMD”) and the ACOE.

b. ACOE Permit Obligations; Off-Site Mitigation Work. The Hendry County Mitigation Property is designated in the ACOE Permit as the Bonita Beach Road RPD’s off-site mitigation area. Pursuant to the ACOE Permit, the wetlands and uplands located on the Hendry County Mitigation Property are to be enhanced, restored, and/or preserved in partial compensation for impacts of the Projects. Such Off-Site Mitigation Work shall be performed by the Party designated in this Agreement to perform such Off-Site Mitigation Work, and such performance shall be consistent with the terms of the ACOE Permit and otherwise in accordance with all applicable governmental laws, codes, statutes, regulations, ordinances, permits, and approvals. The following Off-Site Mitigation Work is required:

i. Conservation Easement. All of the Hendry County Mitigation Property will be placed under the protection of one or more conservation easements (each, a “Conservation Easement”). BRGE shall be responsible for preparing, processing, and recording the required Conservation Easement instrument(s) in a manner, form, and time acceptable to SFWMD and the ACOE. The cost and expense associated with such action will be a Common Expense (as defined hereinafter).

ii. Mitigation Work. Pursuant to the ACOE Permit, the Hendry County Mitigation Property is required to be enhanced, restored, and/or preserved by the following: (1) eradicating exotic vegetation; and (2) planting native vegetation (collectively, the “Initial Off-Site Mitigation Work”), both to be undertaken by BRGE. The costs associated with the Initial Off-Site Mitigation Work shall be a Common Expense (as defined hereinafter). From and after the completion of the Initial Off-Site Mitigation Work, the maintenance and monitoring of the Hendry County Mitigation Property including, without limitation, the preparation and submission of required reports to both the SFWMD and the ACOE (“General Off-Site Mitigation Work”) shall be undertaken by BRGE and the costs associated with the General Off-Site Mitigation Work shall be a Common Expense. When the vegetative mix of plants on the Hendry County Mitigation Property has evolved to reflect the applicable thresholds in the ACOE Permit, then BRGE will apply for and seek to obtain a determination of final success from the ACOE and shall thereafter convey title to the Hendry County Mitigation Property to SFWMD or such other entity as designated by SFWMD consistent with the ACOE Permit Obligations. Until otherwise released by both SFWMD and the ACOE from any further requirement to maintain and monitor the Hendry County Mitigation Property, all General Off-Site Mitigation Work expenses incurred in doing so shall be a Common Expense.

3. Bonita Beach Road Extension. BRGE shall be responsible for the maintenance, repair and replacement of the right-of-way improvements (including, without limitation, the roadways, sidewalks, streetlights, traffic signage and landscaping) located from time to time within the BBR Extension (the “BBR Extension Work”). The BBR Extension Work shall be performed as needed to keep the right-of-way improvements in commercially reasonable good condition and repair. The BBR Extension Work shall be performed in accordance with all applicable governmental laws, codes, statutes, regulations, ordinances, permits, and approvals. The cost of the BBR Extension Work shall be a Common Expense. The obligations in this Section shall continue until such time as the City of Bonita Springs or other local governmental entity (other than a party to this Agreement) accepts the BBR Extension for maintenance.

4. Default. In the event of a violation of any of the terms or conditions of this Agreement by any Party hereto (“Defaulting Party”), excluding non-payment of Common Expenses which is covered by Section 5 below, then any non-defaulting Party (a “Non-Defaulting Party”) shall provide written notice of such violation to the Defaulting Party at the address set forth herein. If, within fifteen (15) days following notice, such violation has not been cured or the Defaulting Party is not using reasonable diligence to cure such violation, then the Defaulting Party shall be in default hereunder and any Non-Defaulting Party shall be entitled, in addition to any or rights or remedies available in law or equity, to pursue any and all of the remedies described below:

a. ACOE Permit Enforcement. If a condition arises within a Party’s Project that creates a non-compliance situation with respect to the ACOE Permit, or gives rise to ACOE enforcement procedures, then the Defaulting Party shall be responsible for immediately remedying the condition and ensuring that the Project complies with the ACOE Permit. Further, if that condition gives rise to the levying of fines or other penalties for non-compliance with the ACOE Permit, then the Defaulting Party within whose Project the condition was located shall be solely responsible for the payment and satisfaction of such fines and/or penalties and shall indemnify the other Non-Defaulting Party(s) from any such fines and/or penalties that ACOE may jointly levy. In such event, any Non-Defaulting Party shall have the right (but not the obligation) to pay the Defaulting Party’s fines and/or penalties. Any fines and/or penalties paid on behalf of the Defaulting Party by a Non-Defaulting Party shall be repaid by the Defaulting Party to the applicable Non-Defaulting Party within ten (10) days after written notice that the fines and/or penalties have been paid on the Defaulting Party’s behalf. If any such bill is not paid within said ten (10) day period, then the amount of such bill shall accrue interest at the maximum interest rate allowed by law until paid, and the Non-Defaulting Party may bring legal action against the Defaulting Party for the delinquent amount plus interest and attorney’s fees and costs of any such action.

b. Non-Performance of On-Site Mitigation Work. If any of the On-Site Mitigation Work is not completed as required by the Defaulting Party and it becomes necessary to complete such work in order to avoid a default or threat of default being called by the ACOE or an enforcement action, then any other Non-Defaulting Party shall have the right (but not the obligation) to complete the On-Site Mitigation Work on behalf of the Defaulting Party responsible for such On-Site Mitigation Work pursuant to this Agreement. If a Non-Defaulting Party elects to complete the On-Site Mitigation Work on behalf of the Defaulting Party, then any expenses incurred to complete On-Site Mitigation Work on behalf of the Defaulting Party including, but not limited to, reasonable management fees, not to exceed five percent (5%), associated with the same, shall be paid by the Defaulting Party to the Non-Defaulting Party completing the work within ten (10) after receipt of an invoice for the applicable On-Site Mitigation Work. If any such invoice is not paid within said ten (10) day period, then the amount of such invoice shall accrue interest at the maximum interest rate allowed by law until paid, and the Non-Defaulting Party may bring legal action against the Defaulting Party for the delinquent amount plus interest and attorney’s fees and costs of any such action. For the limited purpose of enforcing this provision, the Non-Defaulting Party seeking to complete On-Site Mitigation Work is granted a non-exclusive license for access, ingress, and egress on, over and under the Defaulting Party’s property to the extent reasonably required to perform the work, and

for the time period necessary to complete said work, that the non-performing Party was obligated to perform under the terms of the ACOE Permit.

c. Non-Performance of Off-Site Mitigation Work. As set forth in Section 2.b.ii above, BRGE is responsible for completing the Initial Off-Site Mitigation Work and the General Off-Site Mitigation Work. However, in the event that any Initial Off-Site Mitigation Work or General Off-Site Mitigation Work is not being timely performed or undertaken in compliance with the ACOE Permit, then any Non-Defaulting Party is granted a non-exclusive license for access, ingress, and egress on, over and under the Hendry County Property to the extent reasonably required to perform the work, and for the time period necessary to complete said work, and such Non-Defaulting Party shall have the right (but not the obligation) to undertake the applicable Initial Off-Site Mitigation Work or General Off-Site Mitigation Work required to cure the deficiencies therewith and bring the Hendry County Mitigation Property in compliance with all Conservation Easements and the ACOE Permit. In the event that a Non-Defaulting Party elects to exercise its right to cure a deficiency with the Initial Off-Site Mitigation Work or General Off-Site Mitigation Work, BRGE shall remain obligated to pay its share of the Common Expense for the applicable work, and shall, to the extent incurred, be responsible for payment of reasonable management fees, not to exceed five percent (5%), associated with the same, payable to the Non-Defaulting Party performing said work.

d. Non-Performance of BBR Extension Work. As set forth in Section 3 above, BRGE is responsible for completing the BBR Extension Work. However, in the event that any BBR Extension Work is not being timely performed or undertaken in compliance with the requirements of Section 3 above, then any Non-Defaulting Party shall have the right (but not the obligation) to undertake the applicable BBR Extension Work to cure any deficiencies therewith. The Non-Defaulting Party is granted a non-exclusive license for access, ingress, and egress on, over and under applicable property to the extent reasonably required to perform the work, and for the time period necessary to complete said work. In the event that a Non-Defaulting Party elects to exercise its right to cure a deficiency with the BBR Extension Work, BRGE shall remain obligated to pay its share of the Common Expense for the applicable work, and shall, to the extent incurred, be responsible for payment of reasonable management fees, not to exceed five percent (5%), associated with the same, payable to the Non-Defaulting Party performing said work.

5. Common Expenses. As used hereunder, the term "Common Expense" shall mean and refer to the cost and expense of work benefitting all of the Projects which shall be shared by the Parties based upon their respective percentages set forth in this Section. For all Common Expenses, the Parties shall contribute and be responsible for the following shares of the Common Expenses:

<u>Entity</u>	<u>Percentage</u>
BRGE	46%
BL	7%
EBBR	14%
VBHOA	33%

Each Party shall pay its applicable percentage of any Common Expense within twenty (20) days after receipt of an invoice or any other commercially reasonable notice of the maturity of a Common Expense hereunder from BRGE (or such other Party which may have performed the work) ("Performing Party"). Non-payment of Common Expenses, as identified by this Agreement, when due by the Party owing such Common Expenses shall constitute a default; however, the Performing Party shall be afforded the rights and procedures set forth in this Section in place of those procedures and rights under Section 4 in the event of such a non-payment of Common Expenses when due. If any required Common Expense payment is not paid to the Performing Party within thirty (30) days after the date due, as herein required, then the amount of such invoice shall accrue interest at the maximum interest rate allowed by law until paid, and the

Performing Party may bring legal action against the non-paying Party for the delinquent amount plus interest and attorney's fees and costs of any such action. The Parties expressly acknowledge that the Performing Party has the right and power to bring all actions against any non-paying Party in law or equity for the collection of the delinquent amounts as a debt.

6. Books and Records; Budget. Each Party responsible hereunder for any maintenance, repair, or replacement described herein shall: (i) annually prepare and submit to the other Parties a budget for such maintenance, repair, or replacement, which budget shall be subject to the reasonable review and timely approval of the other Parties, and (ii) keep complete, accurate, and reasonably detailed books and records of each and every item of cost and expense paid or incurred for maintenance of the applicable items that are the subject of this Agreement. Any Performing Party shall endeavor to obtain competitive bids/pricing for work performed pursuant to this Agreement. Each Party shall make such books and records available at reasonable times, upon prior written notice during normal business hours for inspection, review, and copying by each other Party and its designated representatives, including accountants and attorneys. Each Party shall keep and maintain all such books and records for a period of at least four (4) years from the end of the year to which they apply, or such longer period as otherwise required pursuant to Florida law.

7. Notices. Any notice, request, demand, instruction, or other communication to be given to any party hereunder shall be in writing and either hand delivered, delivered by next business day commercial courier (such as FedEx or UPS), sent by first class mail, postage prepaid, or sent electronically via email. Any notice demand, request, or other communication shall be deemed to be given upon actual receipt in the case of hand delivery, delivery by next business day commercial courier or email transmittal, or three (3) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. Notices shall be addressed to the following:

To BRGE:	Beach Road Golf Estates Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road Suite 410W Boca Raton, FL 33431 Attn: District Manager Email: adams@whhassociates.com
With a copy to:	Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103 Attn: Gregory L. Urbancic, Esq. Email: gurbancic@cyklawfirm.com
To BL:	Bonita Landing Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road Suite 410W Boca Raton, FL 33431 Attn: District Manager Email: adams@whhassociates.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.
Email: gurbancic@cyklawfirm.com

To EBBR: East Bonita Beach Road
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431
Attn: District Manager
Email: adams@whhassociates.com

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Jennifer Kilinski, Esq.
Email: JenK@hgslaw.com

To VBHOA: Valencia Bonita Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
Attn: President

With a copy to: Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
Attn: Richard A. Arkin, Vice President
Email: richard.arkin@glhomes.com

8. Permit Modification. No Party shall submit any application to the ACOE to modify, alter, or amend the ACOE Permit without first submitting a copy of any proposed amendment to all other Parties not less than sixty (60) days prior to submittal to any governmental agency. All Parties shall be required to sign off on such changes in writing and approval shall not be unreasonably withheld.

9. Governing Law / Venue. This Agreement shall be construed in accordance with Florida law. Venue and jurisdiction for any action arising hereunder shall lie exclusively in the Florida state court of appropriate jurisdiction in Lee County, Florida.

10. Disputes/Enforcement. All disputes under this Agreement between community development districts shall be governed in accordance with the requirements of Chapter 164, Florida Statutes.

11. Prevailing Party. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration or other alternative dispute resolution, on appeal, or otherwise.

12. Assignment. This Agreement may not be assigned by any Party, whether in whole or in part, to any other person or entity without the express written consent of all of the other Parties, which consent may be withheld in their sole and absolute discretion. Any purported assignment in contravention of this Section shall, at the sole option of the non-assigning Parties, be deemed null and void and of no force or effect.

13. Modifications. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed by the Parties, acknowledged by the Parties, and recorded in the Public Records of Lee County, Florida.

14. Binding Effect. This Agreement shall be binding upon the Parties, their successors, and assigns.

15. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16. Integration. This Agreement embodies the entire understanding of the Parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior agreements and contemporaneous understandings pertaining to the subject matter hereof.

17. Interpretation. This Agreement has been negotiated fully among, by, and between the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon and all of which shall together constitute one and the same instrument.

19. Recording. This Agreement and any permitted assignments and modifications hereof shall be recorded in the Public Records of Lee County, Florida.

20. Effective Date. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Lee County, Florida.

21. No Waiver of Sovereign Immunity. Nothing herein shall be deemed as a waiver of immunity or limits of liability of BRGE, BL, or EBBR beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

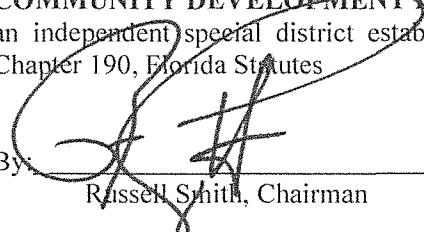
22. Public Records. The Parties understand and agree that all documents of any kind provided to BRGE, BL, or EBBR may be public records and, accordingly, the Parties agree to comply with all applicable provisions of Florida law in handling any such public records.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BEACH ROAD GOLF ESTATES:

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT,**
an independent special district established pursuant to
Chapter 190, Florida Statutes

By 
Russell Smith, Chairman

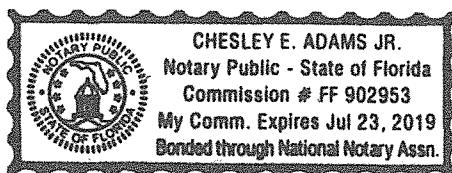
ATTEST:

Molly Menglow
Secretary/Assistant Secretary

STATE OF FLORIDA)
)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15 day of May,
2017 by Russell Smith, as Chairman of BEACH ROAD GOLF ESTATES COMMUNITY
DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida
Statutes, who is () personally known to me or () has produced _____ as
evidence of identification.

(SEAL)



Chesley Adams
NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

Signatures continue on the following page.

BONITA LANDING:

BONITA LANDING COMMUNITY

DEVELOPMENT DISTRICT,

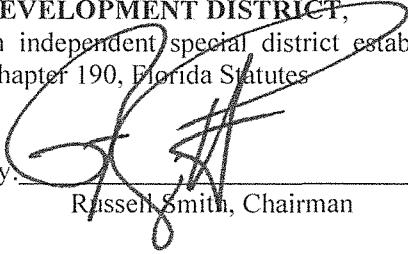
an independent special district established pursuant to
Chapter 190, Florida Statutes

ATTEST:


Holly Thompson

Secretary/Assistant Secretary

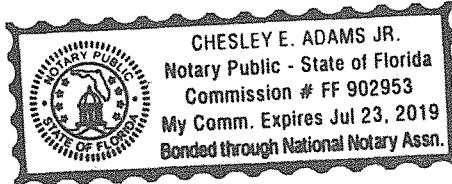
By:

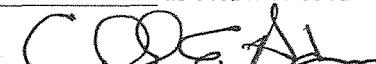

Russell Smith, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15 day of May,
2017 by Russell Smith, as Chairman of BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT,
an independent special district established pursuant to Chapter 190, Florida Statutes, who is personally
known to me or has produced _____ as evidence of identification.

(SEAL)




NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

EAST BONITA BEACH ROAD:

**EAST BONITA BEACH ROAD
COMMUNITY DEVELOPMENT DISTRICT,
an independent special district established pursuant to
Chapter 190, Florida Statutes**

ATTEST:

By:

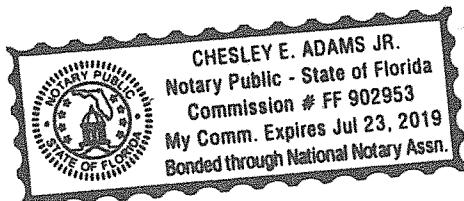
Secretary/Assistant Secretary

Christian Swann, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 22 day of May, 2017 by Christian Swann, as Chairman of EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, who is personally known to me or has produced _____ as evidence of identification.

(SEAL)



NOTARY PUBLIC

Name: _____

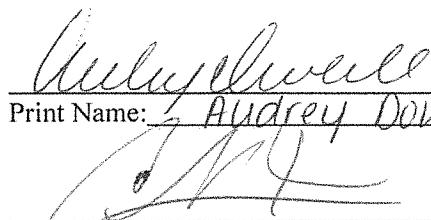
(Type or Print)

(Type of Print)

VBHOA:

VALENCIA BONITA HOMEOWNERS
ASSOCIATION, INC.,
a Florida corporation not for profit

Witnesses:


Print Name: Audrey Dowdell

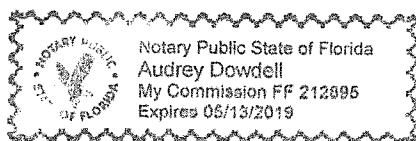
Print Name: CHRIS HORNE

By: Patricia Campbell
Name: Patricia Campbell
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Collier) ss.

The foregoing instrument was acknowledged before me this 2nd day of June,
2017 by Patricia Campbell, as Vice President,
of VALENCIA BONITA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, who
is () personally known to me or () has produced _____ as evidence of
identification.

(SEAL)



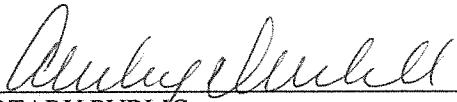
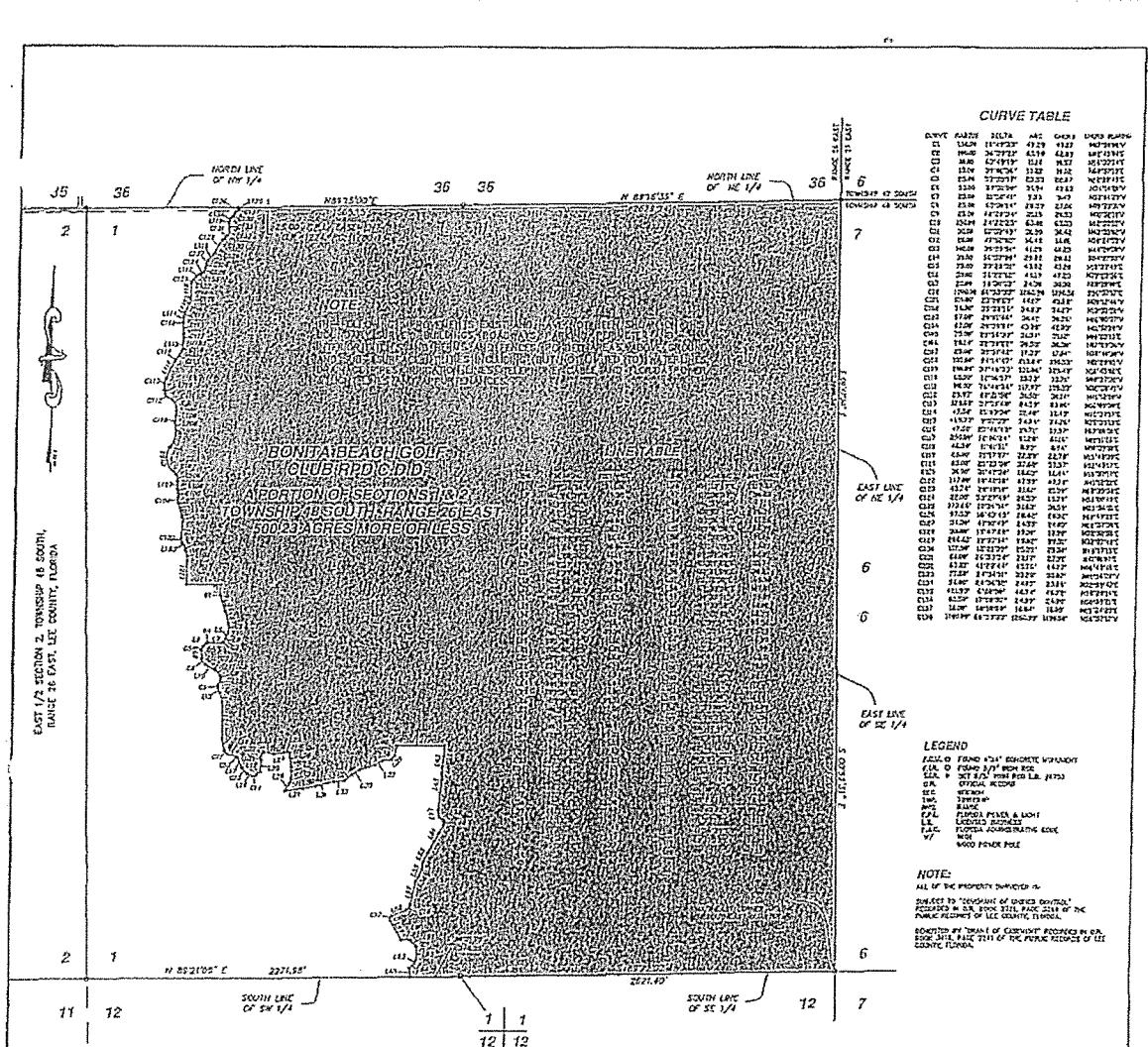

NOTARY PUBLIC
Name: Audrey Dowdell
(Type or Print)
My Commission Expires: 5-13-19

EXHIBIT "A"
BRGE Boundaries

EXHIBIT A: LEGAL DESCRIPTION



BEACH ROAD
GOLF ESTATES C.D.D.
BOUNDARY LIMITS 1 OF 2

SURVEY PROVIDED BY BBLS SURVEYORS & MAPPERS INC.

		Banks Engineering		BEACH ROAD GOLF ESTATES C.D.B.																
		Professional Engineers, Planners & Land Surveyors		BEACH ROAD DEVELOPMENT, L.P.																
		FORT MEERS & NAPLES & SARASOTA 223 HOBSON PLACE, SUITE 100 NAPLES, FLORIDA 34102																		
		PHONE 239-2641 FAX 239-2642 DEPT. OF PLANNING 239-2643 FAX 239-2644																		
DATE	PROJECT	SAVANNAH	ORION	ORION	ORION	ORION	1/16	1/16	1/16	1	2	FILE NO. (1-14)								
5-12-05	1374	1374	1374	1374	1374	1374	1374	1374	1374	1	2	13-055-266								

Banks Engineering

Professional Engineers, Planners & Land Surveyors
2515 Northbrooke Plaza Drive - Suite 200
Naples, Florida 34119
(239) 597-2051
Fax (239) 597-3082

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTIONS 1 & 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

(GOLF ESTATES PARCEL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEASE QUARTER OF SAID SECTION 1; THENCE S 89°22'02" W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 2,621.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S 89°21'09" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2,620.23 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S 89°22'06" W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 2,581.86 FEET; THENCE N 00°37'52" W FOR 45.56 FEET; THENCE N 13°10'22" W FOR 45.08 FEET; THENCE N 24°06'36" W FOR 35.33 FEET; THENCE N 27°26'21" E FOR 36.50 FEET; THENCE N 04°24'28" W FOR 146.48 FEET; THENCE N 01°50'22" W FOR 59.47 FEET; THENCE N 05°20'04" E FOR 84.09 FEET; THENCE N 06°01'08" W FOR 27.70 FEET; THENCE N 38°37'23" W FOR 28.11 FEET; THENCE N 03°03'48" E FOR 31.72 FEET; THENCE N 15°34'13" E FOR 42.02 FEET; THENCE N 05°17'36" W FOR 83.01 FEET; THENCE N 15°21'15" E FOR 40.48 FEET; THENCE N 07°11'42" W FOR 50.24 FEET; THENCE N 02°08'14" E FOR 121.80 FEET; THENCE N 24°18'06" E FOR 39.37 FEET; THENCE N 14°32'32" E FOR 70.83 FEET; THENCE N 02°54'14" E FOR 56.38 FEET; THENCE N 49°47'49" E FOR 46.33 FEET; THENCE N 39°21'24" W FOR 168.09 FEET; THENCE N 55°58'56" E FOR 198.37 FEET; THENCE S 32°58'19" E FOR 160.61 FEET; THENCE N 57°28'13" E FOR 24.86 FEET; THENCE N 19°10'43" E FOR 83.31 FEET; THENCE S 87°17'35" E FOR 91.54 FEET; THENCE N 79°48'33" E FOR 60.20 FEET; THENCE N 88°09'12" E FOR 204.68 FEET; THENCE S 74°47'24" E FOR 66.34 FEET; THENCE S 86°21'09" E FOR 72.94 FEET; THENCE S 89°40'53" E FOR 38.13 FEET; THENCE S 08°51'00" E FOR 14.61 FEET; THENCE N 77°49'57" E FOR 106.68 FEET; THENCE S 28°01'19" W FOR 85.73 FEET; THENCE S 66°32'33" W FOR 31.94 FEET; THENCE S 31°23'07" W FOR 18.46 FEET; THENCE S 51°54'24" E FOR 22.09 FEET; THENCE S 38°05'36" W FOR 64.60 FEET; THENCE N 82°02'09" E FOR 37.03 FEET; THENCE N 76°28'17" E FOR 51.13 FEET; THENCE N 15°29'26" E FOR 5.57 FEET; THENCE N 78°25'24" E FOR 75.32 FEET; THENCE N 50°56'30" E FOR 17.32 FEET; THENCE N 05°42'20" W FOR 37.65 FEET; THENCE N 55°20'02" E FOR 22.31 FEET; THENCE N 05°25'36" E FOR 31.42 FEET; THENCE N 57°15'02" E FOR 49.01 FEET; THENCE N 75°47'23" E FOR 60.29 FEET; THENCE S 14°42'10" E FOR 58.07 FEET; THENCE S 27°07'07" W FOR 26.20 FEET;

SHEET 1 OF 7

Fort Myers Office 10511 Six Mile Cypress Pkwy, Suite #101 Fort Myers, Florida 33912 (239) 939-5490 Fax (239) 939-2523	Sarasota Office 1144 Tallevast Road Suite #115 Sarasota, Florida 34243 (941) 360-1618 Fax (941) 360-6918	Port Charlotte Office 12653 SW CR 769 Suite B Lake Suzy, Florida 34269 (941) 623-1165 Fax (941) 625-1149
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THENCE N 63°17'33" E FOR 35.61 FEET; THENCE N 56°43'58" E FOR 43.23 FEET; THENCE N 65°01'20" E FOR 46.06 FEET; THENCE S 59°41'23" E FOR 29.68 FEET; THENCE N 66°13'58" E FOR 11.78 FEET; THENCE N 02°40'19" W FOR 42.57 FEET; THENCE N 83°48'10" E FOR 98.72 FEET; THENCE S 87°29'38" E FOR 103.58 FEET; THENCE N 82°20'12" E FOR 185.19 FEET; THENCE S 52°19'18" W FOR 114.87 FEET; THENCE S 19°19'48" W FOR 25.77 FEET; THENCE S 09°13'56" E FOR 44.10 FEET; THENCE S 70°20'36" W FOR 73.30 FEET; THENCE S 30°16'30" E FOR 17.26 FEET; THENCE S 75°10'41" E FOR 16.72 FEET; THENCE S 58°22'29" E FOR 52.16 FEET; THENCE S 47°55'36" E FOR 12.64 FEET; THENCE N 35°08'21" E FOR 9.80 FEET; THENCE S 75°21'32" E FOR 46.45 FEET; THENCE N 77°52'29" E FOR 24.33 FEET; THENCE N 53°19'47" E FOR 15.02 FEET; THENCE N 42°09'45" E FOR 71.81 FEET; THENCE S 73°01'41" E FOR 42.10 FEET; THENCE N 03°57'03" E FOR 42.43 FEET; THENCE N 33°38'12" E FOR 114.26 FEET; THENCE N 55°41'18" E FOR 30.67 FEET; THENCE N 84°40'46" E FOR 62.90 FEET; THENCE S 83°25'51" E FOR 70.94 FEET; THENCE S 70°21'11" E FOR 98.29 FEET; THENCE N 86°44'27" E FOR 379.68 FEET; THENCE N 88°59'48" E FOR 164.39 FEET; THENCE S 79°35'37" E FOR 53.89 FEET; THENCE S 12°08'18" W FOR 5.00 FEET; THENCE S 72°38'50" E FOR 80.89 FEET; THENCE S 63°18'36" E FOR 63.98 FEET; THENCE S 89°55'16" E FOR 116.93 FEET; THENCE N 14°03'10" W FOR 33.10 FEET; THENCE N 45°10'25" W FOR 39.62 FEET; THENCE N 15°15'53" E FOR 10.86 FEET; THENCE N 56°14'12" W FOR 45.41 FEET; THENCE N 44°46'04" E FOR 17.24 FEET; THENCE N 07°57'23" E FOR 22.66 FEET; THENCE N 67°31'00" W FOR 24.83 FEET; THENCE N 46°45'02" W FOR 34.71 FEET; THENCE N 13°24'45" W FOR 43.68 FEET; THENCE N 49°18'10" W FOR 12.73 FEET; THENCE N 68°25'53" W FOR 17.69 FEET; THENCE N 00°47'46" E FOR 108.96 FEET; THENCE N 21°26'26" E FOR 33.47 FEET; THENCE N 02°00'23" E FOR 42.74 FEET; THENCE N 16°18'10" W FOR 60.68 FEET; THENCE N 05°19'56" E FOR 46.89 FEET; THENCE N 30°08'17" E FOR 65.71 FEET; THENCE N 61°01'36" E FOR 22.78 FEET; THENCE S 88°58'32" E FOR 23.08 FEET; THENCE S 67°29'37" E FOR 18.65 FEET; THENCE N 40°35'43" E FOR 12.40 FEET; THENCE N 64°30'39" W FOR 24.03 FEET; THENCE N 34°00'35" W FOR 14.44 FEET; THENCE N 00°29'11" W FOR 26.64 FEET; THENCE N 20°35'38" E FOR 12.53 FEET; THENCE N 35°15'23" E FOR 59.35 FEET; THENCE N 34°40'21" E FOR 60.05 FEET; THENCE N 71°30'08" E FOR 87.94 FEET; THENCE N 87°16'43" E FOR 72.99 FEET; THENCE S 88°37'46" E FOR 117.73 FEET; THENCE S 13°52'12" E FOR 45.17 FEET; THENCE S 23°48'27" E FOR 58.79 FEET; THENCE S 15°52'53" E FOR 51.84 FEET; THENCE S 32°07'15" E FOR 47.62 FEET; THENCE S 55°39'16" E FOR 80.48 FEET; THENCE N 78°14'39" E FOR 14.32 FEET; THENCE N 31°24'59" E FOR 25.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.12 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 51°48'59" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°08'22" FOR 110.41 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 67.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°55'47" FOR 42.02 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 179.22 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'49" FOR 66.62 FEET; THENCE N 00°44'03" W FOR 212.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'25" FOR 63.81 FEET; THENCE N 25°06'28" W FOR 35.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID

CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ}28'34''$ FOR 21.15 FEET; THENCE N $23^{\circ}22'06''$ E FOR 45.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $65^{\circ}31'14''$ FOR 28.59 FEET; THENCE N $42^{\circ}09'08''$ W FOR 52.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ}50'41''$ FOR 9.53 FEET; THENCE N $63^{\circ}59'49''$ W FOR 70.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $59^{\circ}31'00''$ FOR 51.94 FEET; THENCE N $04^{\circ}28'50''$ W FOR 61.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}55'17''$ FOR 23.53 FEET; THENCE N $49^{\circ}26'27''$ E FOR 38.86 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}01'36''$ FOR 10.22 FEET; THENCE N $88^{\circ}28'03''$ E FOR 102.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $63^{\circ}49'19''$ FOR 11.14 FEET; THENCE N $31^{\circ}02'15''$ E FOR 30.17 FEET; THENCE N $21^{\circ}04'44''$ E FOR 40.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ}39'21''$ FOR 63.98 FEET; THENCE N $15^{\circ}34'37''$ W FOR 94.35 FEET; THENCE N $19^{\circ}20'31''$ W FOR 91.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S $72^{\circ}37'04''$ W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}49'36''$ FOR 49.29 FEET; THENCE N $01^{\circ}26'39''$ E FOR 49.38 FEET; THENCE S $89^{\circ}36'56''$ W FOR 241.16 FEET; THENCE N $00^{\circ}04'22''$ E FOR 163.51 FEET; THENCE N $08^{\circ}42'31''$ W FOR 70.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}00'29''$ FOR 44.17 FEET; THENCE N $31^{\circ}43'00''$ W FOR 22.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ}38'16''$ FOR 34.83 FEET; THENCE N $03^{\circ}55'16''$ E FOR 114.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}01'46''$ FOR 30.41 FEET; THENCE N $16^{\circ}06'30''$ W FOR 104.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $28^{\circ}30'04''$ FOR 43.28 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}56'38''$ FOR 31.34 FEET; THENCE N $11^{\circ}33'05''$ W FOR 26.09 FEET; THENCE N $01^{\circ}20'37''$ W FOR 54.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 98.14 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S $86^{\circ}14'25''$ E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}30'23''$ FOR 38.55 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}51'42''$ FOR 17.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF $94^{\circ}14'47''$ FOR 213.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ}46'33''$ FOR 131.86 FEET; THENCE N $06^{\circ}40'40''$ W FOR 49.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}06'17''$ FOR 13.73 FEET; THENCE N $05^{\circ}25'37''$ E FOR 70.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $76^{\circ}48'35''$ FOR 117.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 29.97 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S $18^{\circ}37'01''$ W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}21'58''$ FOR 31.58 FEET; THENCE N $12^{\circ}46'16''$ W FOR 27.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ}51'48''$ FOR 84.59 FEET; THENCE N $25^{\circ}05'32''$ E FOR 134.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}03'30''$ FOR 12.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 469.77 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S $49^{\circ}50'58''$ E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}07'40''$ FOR 74.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S $58^{\circ}58'37''$ E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}46'45''$ FOR 19.71 FEET; THENCE N $07^{\circ}14'38''$ E FOR 38.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}06'24''$ FOR 61.28 FEET; THENCE N $04^{\circ}51'46''$ W FOR 76.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}01'51''$ FOR 8.95 FEET; THENCE N $06^{\circ}10'05''$ E FOR 39.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ}17'07''$ FOR 22.89 FEET; THENCE N $25^{\circ}27'12''$ E FOR 72.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}23'50''$ FOR 37.68 FEET; THENCE N $00^{\circ}03'22''$ E FOR 99.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}47'50''$ FOR 16.65 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 147.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}42'17''$ FOR 47.99 FEET; THENCE N $51^{\circ}53'17''$ E FOR 18.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 43.74 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N $35^{\circ}33'27''$ W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $28^{\circ}18'10''$ FOR 21.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S $07^{\circ}15'17''$ E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}27'49''$

FOR 20.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 173.66 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 60°50'02" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°26'14" FOR 31.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 97.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 70°48'40" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°43'44" FOR 28.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 34.30 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 83°32'46" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°00'49" FOR 24.55 FEET; THENCE N 41°56'39" E FOR 57.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'28" FOR 19.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 286.61 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°57'14" FOR 99.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 117.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 47°53'35" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'39" FOR 25.35 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°53'55" FOR 28.17 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 63.21 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°28'43" FOR 45.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 77.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 76°05'26" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'11" FOR 33.28 FEET; THENCE N 10°41'37" E FOR 16.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'12" FOR 24.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 421.93 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 54°42'11" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°20'51" FOR 46.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 83.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 47°35'07" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'57" FOR 24.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 16.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 30°26'10" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'50" FOR 16.84 FEET; THENCE N 00°45'00" W FOR 7.13 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N 89°15'00" E ALONG SAID NORTH LINE FOR 1,565.15 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE N 89°16'35" E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 2,629.24 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 00°47'30" E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER FOR 2,686.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

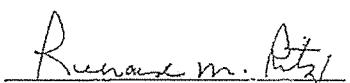
THENCE S 00°52'31" E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR 2,712.07 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED HEREIN CONTAINING 657.59 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N 01°11'45" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED AUGUST 4, 2006.


Richard M. Ritz

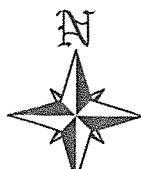
RICHARD M. RITZ, R.L.S.
FLORIDA CERTIFICATION NO. 4009

EXHIBIT "B"
BL Boundaries

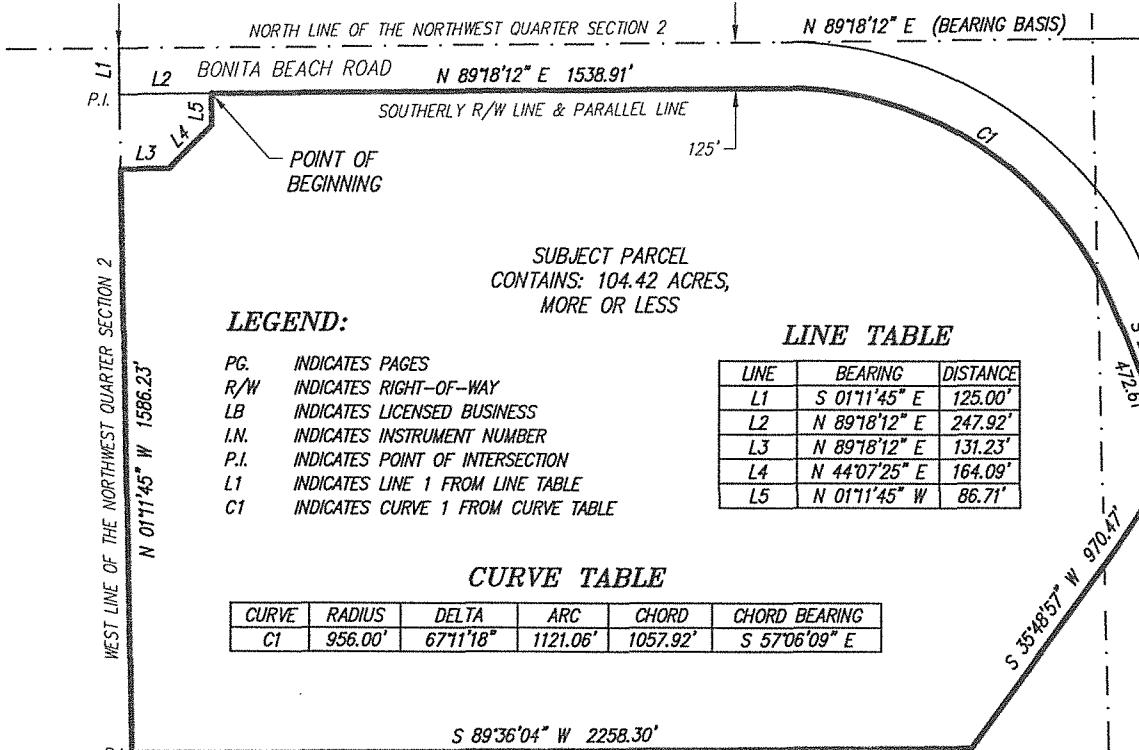
LEGAL DESCRIPTION AND SKETCH

POINT OF
COMMENCEMENT
NORTHWEST CORNER
NORTHWEST QUARTER
SECTION 2

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA
EXHIBIT "C"



1" = 500'



LEGAL DESCRIPTION:

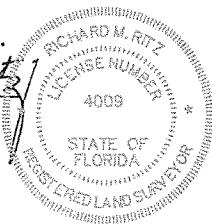
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE S 0111'45" E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 FOR 125.00 FEET TO AN INTERSECTION WITH A LINE 125 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED ON A PERPENDICULAR) THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD (125 FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2005000074820 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE N 8918'12" E ALONG SAID PARALLEL LINE AND SAID SOUTHERLY LINE FOR 247.92 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 8918'12" E ALONG SAID PARALLEL LINE AND SAID SOUTHERLY LINE FOR 1,538.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 956.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 6711'18" FOR 1,121.06 FEET; THENCE S 2330'29" E ALONG SAID SOUTHERLY LINE FOR 472.61 FEET; THENCE S 3548'57" W FOR 970.47 FEET; THENCE S 8936'04" W FOR 2,258.30 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N 0111'45" W ALONG SAID WEST LINE FOR 1,586.23 FEET; THENCE N 8918'12" E FOR 131.23 FEET; THENCE N 4407'25" E FOR 164.09 FEET; THENCE N 0111'45" W FOR 86.71 FEET TO THE POINT OF BEGINNING.

S:\Jobs\13xx\1324L\Surveying\Descriptions\EBBR CDD\1324_BONITA LANDING CDD BNDY.dwg

THIS IS NOT A BOUNDARY SURVEY

Ronald M. Ritz
RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
- DATE SIGNED: 4-22-2015
- THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID
WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



BANKS
ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5490
FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

LEGAL DESCRIPTION AND SKETCH

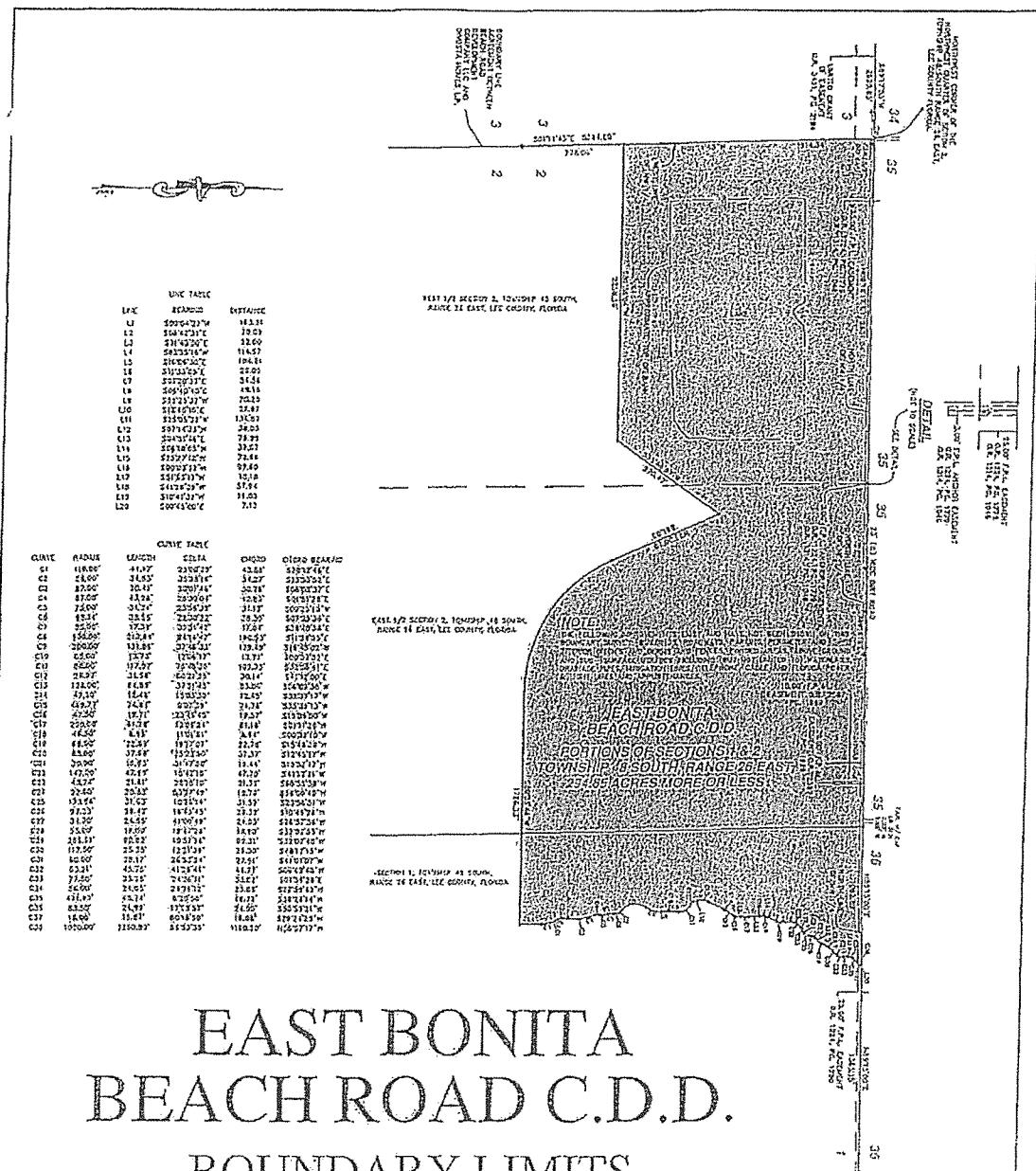
BONITA LANDING

LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	sheet	of	FILE NO. (S-T-R)
4-22-2015	1324AA	CDD_BNDY	AMV	RMR	1"=500'	1	1	2-48-26

EXHIBIT "C"
EBBR Boundaries

EXHIBIT XX: LEGAL DESCRIPTION



EAST BONITA
BEACH ROAD C.D.D.
BOUNDARY LIMITS

SURVEY PROVIDED BY BBLS SURVEYORS & MAPPERS INC.

SOLICIT PROVIDED BY		EAST DONIST BEACH ROAD C.O.D.									
		BEACH ROAD DEVELOPMENT, L.P.									
Bankers Engineering		LEE COUNTY, FLORIDA									
		EAST DONIST BEACH ROAD C.O.D.									
Professional Engineers, Planners & Land Surveyors		BEACH ROAD DEVELOPMENT, L.P.									
FORT MYERS & NAPLES, FLORIDA		LEE COUNTY, FLORIDA									
11111 N.W. 27th Street, Suite 100		10000 N.W. 27th Street, Suite 100									
NAPLES, FLORIDA 34104		NAPLES, FLORIDA 34104									
PHONE: (202) 595-3343		PHONE: (202) 595-3343									
FAX: (202) 595-3349		FAX: (202) 595-3349									

LEGAL DESCRIPTION
EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER
OF SAID SECTION 2; THENCE N.89°18'12"E, ALONG THE NORTH LINE OF
SAID NORTHWEST QUARTER, A DISTANCE OF 2,631.04 FEET TO THE
NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE
N.89°19'10"E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF
SAID SECTION 2, A DISTANCE OF 2,629.54 FEET TO THE NORTHWEST
CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE
N.89°15'00"E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A
DISTANCE OF 1,062.89 FEET; THENCE S.00°45'00"E, A DISTANCE OF 7.13 FEET
TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°18'50", A CHORD BEARING
OF S.29°24'25"W, AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG
THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF
83.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF
S.50°59'21"W, AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE
ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF
CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 421.93 FEET,
A CENTRAL ANGLE OF 06°20'50", A CHORD BEARING OF S.38°23'14"W, AND
A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE
AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A
COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A
CENTRAL ANGLE OF 24°36'12", A CHORD BEARING OF S.22°59'43"W, AND A
CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE
AN ARC LENGTH OF 24.05 FEET TO THE END OF SAID CURVE; THENCE
S.10°41'37"W, A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF
A CURVE TO THE LEFT HAVING A RADIUS OF 77.50 FEET, A CENTRAL
ANGLE OF 24°36'11", A CHORD BEARING OF S.01°36'28"E, AND A CHORD
LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC
LENGTH OF 33.28 FEET TO THE POINT OF REVERSE CURVATURE OF A
CURVE TO THE RIGHT, HAVING A RADIUS OF 63.21 FEET, A CENTRAL
ANGLE OF 41°28'44", A CHORD BEARING OF S.06°49'48"W, AND A CHORD
LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC
LENGTH OF 45.76 FEET TO THE POINT OF CURVATURE OF A COMPOUND
CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL
ANGLE OF 26°53'54", A CHORD BEARING OF S.41°01'07"W, AND A CHORD
LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC
LENGTH OF 28.17 FEET TO THE POINT OF REVERSE CURVATURE OF A

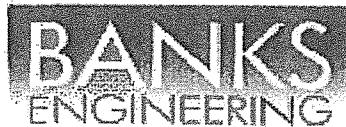
CURVE TO THE LEFT, HAVING: A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF $12^{\circ}21'39''$, A CHORD BEARING OF $S.48^{\circ}17'15''W.$, AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF $19^{\circ}57'14''$, A CHORD BEARING OF $S.32^{\circ}07'48''W.$, AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF $19^{\circ}47'28''$, A CHORD BEARING OF $S.32^{\circ}02'55''W.$, AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE END OF SAID CURVE; THENCE $S.41^{\circ}56'39''W.$, A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF $41^{\circ}00'49''$, A CHORD BEARING OF $S.26^{\circ}57'38''W.$, AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF $16^{\circ}43'45''$, A CHORD BEARING OF $S.10^{\circ}49'28''W.$, AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 173.66 FEET, A CENTRAL ANGLE OF $10^{\circ}26'14''$, A CHORD BEARING OF $S.23^{\circ}56'51''W.$, AND A CHORD LENGTH OF 31.59 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF $53^{\circ}27'49''$, A CHORD BEARING OF $S.56^{\circ}00'49''W.$, AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF $28^{\circ}13'40''$, A CHORD BEARING OF $S.68^{\circ}35'38''W.$, AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET; THENCE $S.51^{\circ}53'17''W.$, A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF $18^{\circ}42'18''$, A CHORD BEARING OF $S.41^{\circ}12'21''W.$, AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $31^{\circ}47'50''$, A CHORD BEARING OF $S.15^{\circ}57'17''W.$, AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE END OF SAID CURVE; THENCE $S.00^{\circ}03'22''W.$, A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF $25^{\circ}23'50''$, A CHORD BEARING OF $S.12^{\circ}45'17''W.$, AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET TO THE END OF SAID CURVE; THENCE $S.25^{\circ}27'12''W.$, A DISTANCE OF 72.66 FEET TO THE

POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF $19^{\circ}17'07''$, A CHORD BEARING OF S. $15^{\circ}48'39''$ W., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET TO THE END OF SAID CURVE; THENCE S. $06^{\circ}10'05''$ W., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF $11^{\circ}01'51''$, A CHORD BEARING OF S. $00^{\circ}39'10''$ W., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET TO THE END OF SAID CURVE; THENCE S. $04^{\circ}51'46''$ E., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF $12^{\circ}06'24''$, A CHORD BEARING OF S. $01^{\circ}11'26''$ W., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET TO THE END OF SAID CURVE; THENCE S. $07^{\circ}14'38''$ W., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF $23^{\circ}46'45''$, A CHORD BEARING OF S. $19^{\circ}08'00''$ W., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF $09^{\circ}07'39''$, A CHORD BEARING OF S. $35^{\circ}23'13''$ W., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF $15^{\circ}03'30''$, A CHORD BEARING OF S. $32^{\circ}37'17''$ W., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE END OF SAID CURVE; THENCE S. $25^{\circ}05'32''$ W., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF $37^{\circ}51'48''$, A CHORD BEARING OF S. $06^{\circ}09'38''$ W., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET TO THE END OF SAID CURVE; THENCE S. $12^{\circ}46'16''$ E., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF $60^{\circ}21'58''$, A CHORD BEARING OF S. $41^{\circ}12'00''$ E., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF $76^{\circ}48'36''$, A CHORD BEARING OF S. $32^{\circ}58'44''$ E., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE END OF SAID CURVE; THENCE S. $05^{\circ}25'37''$ W., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF $12^{\circ}06'17''$, A CHORD BEARING OF S. $00^{\circ}37'32''$ E., AND A CHORD LENGTH OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET TO THE END OF SAID CURVE; THENCE S. $06^{\circ}40'40''$ E., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF

A CURVE TO THE RIGHT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $37^{\circ}46'33''$, A CHORD BEARING OF S. $16^{\circ}45'02''$ W., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF $94^{\circ}14'47''$, A CHORD BEARING OF S. $11^{\circ}29'05''$ E., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $39^{\circ}51'42''$, A CHORD BEARING OF S. $38^{\circ}40'38''$ E., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF $22^{\circ}30'22''$, A CHORD BEARING OF S. $07^{\circ}29'36''$ E., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE END OF SAID CURVE; THENCE S. $01^{\circ}20'37''$ E., A DISTANCE OF 54.56 FEET; THENCE S. $11^{\circ}33'05''$ E., A DISTANCE OF 26.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $23^{\circ}56'39''$, A CHORD BEARING OF S. $00^{\circ}25'15''$ W., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF $28^{\circ}30'04''$, A CHORD BEARING OF S. $01^{\circ}51'28''$ E., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE END OF SAID CURVE; THENCE S. $16^{\circ}06'30''$ E., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF $20^{\circ}01'46''$, A CHORD BEARING OF S. $06^{\circ}05'57''$ E., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET TO THE END OF SAID CURVE; THENCE S. $03^{\circ}55'16''$ W., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF $35^{\circ}38'16''$, A CHORD BEARING OF S. $13^{\circ}39'52''$ E., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET TO THE END OF SAID CURVE; THENCE S. $31^{\circ}43'00''$ E., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $23^{\circ}00'29''$, A CHORD BEARING OF S. $20^{\circ}12'46''$ E., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET TO THE END OF SAID CURVE; THENCE S. $08^{\circ}42'31''$ E., A DISTANCE OF 70.09 FEET; THENCE S. $00^{\circ}04'22''$ W., A DISTANCE OF 163.51 FEET; THENCE S. $89^{\circ}35'46''$ W., A DISTANCE OF 1,786.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1,080.00 FEET, A CENTRAL ANGLE OF $66^{\circ}53'35''$, A CHORD BEARING OF N. $56^{\circ}57'17''$ W., AND A CHORD LENGTH OF 1,190.50 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,260.90 FEET TO THE END OF SAID CURVE;

THENCE N.23°30'29" W., A DISTANCE OF 881.03 FEET; THENCE S.35°48'57" W., A DISTANCE OF 970.47 FEET; THENCE S.89°36'04" W., A DISTANCE OF 2,258.30 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N.01°11'45" W., ALONG SAID WEST LINE, A DISTANCE OF 1,914.34 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 294.85 ACRES, MORE OR LESS

LESS AND EXCEPT THE FOLLOWING LEGAL DESCRIPTION:



Professional Engineer, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA
(IS RECORDED IN INSTRUMENT NUMBER 200100007009)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE N.89°18'11"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1187.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°18'12"E., ALONG SAID NORTH LINE A DISTANCE OF 843.12 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N.89°19'10"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2429.84 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°19'00"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1302.49 FEET; THENCE S.00°45'00"E., A DISTANCE OF 7.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 60°18'00", A CHORD BEARING OF S.39°24'29"W., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 33.50 FEET, A CENTRAL ANGLE OF 17°02'37", A CHORD BEARING OF S.93°56'21"W., AND A CHORD LENGTH OF 24.80 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 105°10'50", A CHORD BEARING OF S.37°23'14"W., AND A CHORD LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 147°38'12", A CHORD BEARING OF S.22°50'47"W., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 27.46 FEET TO THE END OF SAID CURVE; THENCE S.10°41'37"W., A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 71.50 FEET, A CENTRAL ANGLE OF 24°39'11", A CHORD BEARING OF S.01°04'29"E., AND A CHORD LENGTH OF 32.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 67.20 FEET, A CENTRAL ANGLE OF 44°23'44", A CHORD BEARING OF S.06°09'44"W., AND A CHORD LENGTH OF 44.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 65.76 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 29°57'51", A CHORD BEARING OF S.41°01'00"W., AND A CHORD LENGTH OF 21.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 12°17'39", A CHORD BEARING OF S.48°17'11"W., AND A CHORD LENGTH OF 29.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.26 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 286.61 FEET.

SHEET 1 OF 3

* SERVING THE STATE OF FLORIDA *

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A CENTRAL ANGLE OF $19^{\circ}37'14''$, A CHORD BEARING OF $S.33^{\circ}07'48''W.$, AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF $19^{\circ}47'28''$, A CHORD BEARING OF $S.32^{\circ}02'35''W.$, AND A CHORD LENGTH OF 18.09 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE END OF SAID CURVE; THENCE $S.41^{\circ}36'39''W.$, A DISTANCE OF 33.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF $41^{\circ}05'45''$, A CHORD BEARING OF $S.26^{\circ}37'38''W.$, AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF $16^{\circ}40'45''$, A CHORD BEARING OF $S.10^{\circ}49'28''W.$, AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 17.16 FEET, A CENTRAL ANGLE OF $11^{\circ}26'14''$, A CHORD BEARING OF $S.23^{\circ}56'31''W.$, AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF $53^{\circ}27'40''$, A CHORD BEARING OF $S.38^{\circ}00'49''W.$, AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF $28^{\circ}18'11''$, A CHORD BEARING OF $S.08^{\circ}39'18''W.$, AND A CHORD LENGTH OF 21.38 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET; THENCE $S.31^{\circ}53'17''W.$, A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF $184^{\circ}21'16''$, A CHORD BEARING OF $S.41^{\circ}12'21''W.$, AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $31^{\circ}47'30''$, A CHORD BEARING OF $S.15^{\circ}37'17''W.$, AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE END OF SAID CURVE; THENCE $S.09^{\circ}03'27''W.$, A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF $25^{\circ}23'30''$, A CHORD BEARING OF $S.12^{\circ}45'17''W.$, AND A CHORD LENGTH OF 37.07 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.66 FEET TO THE END OF SAID CURVE; THENCE $S.25^{\circ}27'12''W.$, A DISTANCE OF 72.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF $19^{\circ}17'07''$, A CHORD BEARING OF $S.15^{\circ}42'39''W.$, AND A CHORD LENGTH OF 20.74 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET TO THE END OF SAID CURVE; THENCE $S.09^{\circ}11'05''W.$, A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF $11^{\circ}01'31''$, A CHORD BEARING OF $S.00^{\circ}39'10''W.$, AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET TO THE END OF SAID CURVE; THENCE $S.04^{\circ}51'40''E.$, A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF $12^{\circ}06'34''$, A CHORD BEARING OF $S.01^{\circ}11'24''W.$, AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET TO THE END OF SAID CURVE; THENCE $S.07^{\circ}14'34''W.$, A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF $21^{\circ}46'47''$, A CHORD BEARING OF $S.19^{\circ}08'00''W.$, AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 409.77 FEET, A CENTRAL ANGLE OF $89^{\circ}07'39''$, A CHORD BEARING OF $S.38^{\circ}35'12''W.$, AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 76.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF $150^{\circ}33'00''$, A CHORD BEARING OF $S.32^{\circ}37'17''W.$, AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE END OF SAID CURVE; THENCE $S.25^{\circ}05'32''W.$, A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $37^{\circ}12'41''$, A CHORD BEARING OF $S.06^{\circ}49'38''W.$, AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET TO THE END OF SAID CURVE; THENCE $S.12^{\circ}46'16''E.$, A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF $60^{\circ}21'58''$, A CHORD BEARING OF $S.91^{\circ}12'00''E.$, AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF $78^{\circ}48'34''$, A CHORD BEARING OF $S.31^{\circ}58'44''E.$, AND A CHORD LENGTH

SHEET 1 OF 4

OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE END OF SAID CURVE; THENCE S 05°23'37" W., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°06'17", A CHORD BEARING OF S.06°37'52" E., AND A CHORD LENGTH OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.13 FEET TO THE END OF SAID CURVE; THENCE S 05°40'40" E., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°49'13", A CHORD BEARING OF S.16°45'02" W., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.16 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 98°14'47", A CHORD BEARING OF S.11°29'05" E., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 210.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF S.38°40'38" E., AND A CHORD LENGTH OF 17.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF 22°30'32", A CHORD BEARING OF S.07°29'36" E., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 18.51 FEET TO THE END OF SAID CURVE; THENCE S.01°20'37" E., A DISTANCE OF 54.56 FEET; THENCE S.11°03'05" E., A DISTANCE OF 26.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 21°56'39", A CHORD BEARING OF S.01°15'15" W., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF S.01°31'28" E., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE END OF SAID CURVE; THENCE S.16°06'30" E., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'36", A CHORD BEARING OF S.09°05'37" E., AND A CHORD LENGTH OF 30.28 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET TO THE END OF SAID CURVE; THENCE S.03°55'16" W., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 35°38'14", A CHORD BEARING OF S.17°55'58" E., AND A CHORD LENGTH OF 34.21 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET TO THE END OF SAID CURVE; THENCE S.31°43'00" E., A DISTANCE OF 32.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°00'29", A CHORD BEARING OF S.10°14'46" E., AND A CHORD LENGTH OF 43.81 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET TO THE END OF SAID CURVE; THENCE S.01°42'31" E., A DISTANCE OF 70.09 FEET; THENCE S.00°04'22" W., A DISTANCE OF 18.50 FEET; THENCE S.80°15'48" W., A DISTANCE OF 1,781.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 66°51'44", A CHORD BEARING OF N.56°57'32" W., AND A CHORD LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N.13°10'39" W., A DISTANCE OF 1353.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1061.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF N.57°46'09" W., AND A CHORD LENGTH OF 1,196.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.63 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 168.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CORS), WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 10°18'12" E.

RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009

DATE SIGNED 6-11-2015

S:\Jobs\133-1324\Surveying\Description\EBR FOMI 1341 EBR CDD REMAINDER 168 AC FCI 05L.dwg

S:\Jobs\133-1324\Surveying\Description\EBR FOMI 1341 EBR CDD REMAINDER 168 AC FCI 5KT.dwg

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EXHIBIT “D”
Valencia Bonita

EXHIBIT "D"
Valencia Bonita

A PARCEL OF LAND LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE N.01°11'55"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,692.24 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE N.01°11'55"W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 778.05 FEET; THENCE N.89°35'50"E., A DISTANCE OF 2,258.30 FEET; THENCE N.35°48'43"E., A DISTANCE OF 970.47 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY LINE OF BONITA BEACH ROAD; THENCE S.23°30'43"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 881.03 FEET TO THE POINT OF A CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,080.00 FEET, A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF S.56°57'17"E., A CHORD LENGTH OF 1,190.54 FEET, AN ARC DISTANCE OF 1,260.95 FEET TO THE POINT OF TANGENCY; THENCE N.89°35'32"E., ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF BONITA BEACH ROAD, A DISTANCE OF 1,786.27 FEET; THENCE LEAVING SAID RIGHT OF WAY, N.89°36'42"E., A DISTANCE OF 241.16 FEET; THENCE S.01°26'25"W., A DISTANCE OF 49.38 FEET TO THE POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 18°49'35", A CHORD BEARING OF S.07°58'22"E., A CHORD LENGTH OF 49.07 FEET, AN ARC DISTANCE OF 49.29 FEET TO A POINT OF A NON-TANGENT LINE; THENCE S.19°20'45"E., A DISTANCE OF 91.04 FEET; THENCE S.15°34'51"E., A DISTANCE OF 94.35 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 36°39'21", A CHORD BEARING OF S.02°44'50"W., A CHORD LENGTH OF 62.89 FEET, AN ARC DISTANCE OF 63.98 FEET TO THE POINT OF TANGENCY; THENCE S.21°04'30"W., A DISTANCE OF 40.89 FEET; THENCE S.31°02'01"W., A DISTANCE OF 30.17 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING: A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 63°49'19", A CHORD BEARING OF S.56°33'10"W., A CHORD LENGTH OF 10.57 FEET, AN ARC DISTANCE OF 11.14 FEET TO THE POINT OF TANGENCY; THENCE S.88°27'49"W., A DISTANCE OF 102.48 FEET TO A POINT OF A CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 39°01'36", A CHORD BEARING OF S.68°57'01"W., A CHORD LENGTH OF 10.02 FEET, AN ARC DISTANCE OF 10.22 FEET TO THE POINT OF TANGENCY; THENCE S.49°26'13"W., A DISTANCE OF 38.86 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°55'17", A CHORD BEARING OF S.22°28'35"W., A CHORD LENGTH OF 22.67 FEET, AN ARC DISTANCE OF 23.53 FEET TO THE POINT OF TANGENCY; THENCE S.04°29'04"E., A DISTANCE OF 61.10 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 59°31'00", A CHORD BEARING OF S.34°14'34"E., A CHORD LENGTH OF 49.63 FEET, AN ARC DISTANCE OF 51.94 FEET TO THE POINT OF TANGENCY; THENCE S.64°00'03"E., A DISTANCE OF 70.98 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°50'41", A CHORD BEARING OF S.53°04'42"E., A CHORD LENGTH OF 9.47 FEET, AN ARC DISTANCE OF 9.53 FEET TO THE POINT OF TANGENCY; THENCE S.42°09'22"E., A DISTANCE OF 52.05 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°31'14", A CHORD BEARING OF S.09°23'45"E., A CHORD LENGTH OF 27.06 FEET, AN ARC DISTANCE OF 28.59 FEET TO THE POINT OF TANGENCY;

THENCE S.23°21'52"W., A DISTANCE OF 45.88 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°28'34", A CHORD BEARING OF S.00°52'25"E., A CHORD LENGTH OF 20.53 FEET, AN ARC DISTANCE OF 21.15 FEET TO THE POINT OF TANGENCY; THENCE S.25°06'42"E., A DISTANCE OF 35.23 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°22'25", A CHORD BEARING OF S.12°55'30"E., A CHORD LENGTH OF 63.33 FEET, AN ARC DISTANCE OF 63.81 FEET TO THE POINT OF TANGENCY; THENCE S.00°44'17"E., A DISTANCE OF 212.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 179.22 FEET, A CENTRAL ANGLE OF 21°17'50", A CHORD BEARING OF N.53°06'10"W., A CHORD LENGTH OF 66.23 FEET, AN ARC DISTANCE OF 66.62 FEET TO A POINT OF A COMPOUND CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 35°55'45", A CHORD BEARING OF N.81°42'57"W., A CHORD LENGTH OF 41.33 FEET, AN ARC DISTANCE OF 42.01 FEET TO A POINT OF A COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.12 FEET, A CENTRAL ANGLE OF 42°08'26", A CHORD BEARING OF S.59°14'58"W., A CHORD LENGTH OF 107.94 FEET, AN ARC DISTANCE OF 110.41 FEET TO THE POINT OF NON-TANGENT LINE; THENCE S.31°24'44"W., A DISTANCE OF 25.94 FEET; THENCE S.78°14'25"W., A DISTANCE OF 14.32 FEET; THENCE N.55°39'30"W., A DISTANCE OF 80.48 FEET; THENCE N.32°07'30"W., A DISTANCE OF 47.62 FEET; THENCE N.15°53'07"W., A DISTANCE OF 51.84 FEET; THENCE N.23°48'41"W., A DISTANCE OF 58.79 FEET; THENCE N.13°52'27"W., A DISTANCE OF 45.17 FEET; THENCE N.88°38'00"W., A DISTANCE OF 117.73 FEET; THENCE S.87°16'28"W., A DISTANCE OF 72.99 FEET; THENCE S.71°29'53"W., A DISTANCE OF 87.94 FEET; THENCE S.34°40'06"W., A DISTANCE OF 60.05 FEET; THENCE S.35°15'08"W., A DISTANCE OF 59.35 FEET; THENCE S.20°35'23"W., A DISTANCE OF 12.53 FEET; THENCE S.00°29'26"E., A DISTANCE OF 26.64 FEET; THENCE S.34°00'49"E., A DISTANCE OF 14.44 FEET; THENCE S.64°30'53"E., A DISTANCE OF 24.03 FEET; THENCE S.40°35'28"W., A DISTANCE OF 12.40 FEET; THENCE N.67°29'51"W., A DISTANCE OF 18.65 FEET; THENCE N.88°58'46"W., A DISTANCE 23.08 FEET; THENCE S.61°01'22"W., A DISTANCE OF 22.78 FEET; THENCE S.30°08'03"W., A DISTANCE OF 65.71 FEET; THENCE S.05°19'42"W., A DISTANCE OF 46.89 FEET; THENCE S.16°18'25"E., A DISTANCE OF 60.68 FEET; THENCE S.02°00'09"W., A DISTANCE OF 42.74 FEET; THENCE S.21°26'11"W., A DISTANCE OF 33.47 FEET; THENCE S.00°47'31"W., A DISTANCE OF 108.96 FEET; THENCE S.68°26'07"E., A DISTANCE OF 17.69 FEET; THENCE S.49°18'24"E., A DISTANCE OF 12.73 FEET; THENCE S.13°24'59"E., A DISTANCE OF 43.68 FEET; THENCE S.46°45'16"E., A DISTANCE OF 34.71 FEET; THENCE S.67°31'14"E., A DISTANCE OF 24.83 FEET; THENCE S.07°57'09"W., A DISTANCE OF 22.66 FEET; THENCE S.44°45'50"W., A DISTANCE OF 17.24 FEET; THENCE S.56°14'27"E., A DISTANCE OF 45.41 FEET; THENCE S.15°15'39"W., A DISTANCE OF 10.86 FEET; THENCE S.45°10'39"E., A DISTANCE OF 39.62 FEET; THENCE S.14°03'24"E., A DISTANCE OF 33.10 FEET; THENCE N.89°55'30"W., A DISTANCE OF 116.93 FEET; THENCE N.63°18'50"W., A DISTANCE OF 63.98 FEET; THENCE N.72°39'04"W., A DISTANCE OF 80.89 FEET; THENCE N.12°08'03"E., A DISTANCE OF 5.00 FEET; THENCE N.79°35'52"W., A DISTANCE OF 53.89 FEET; THENCE S.88°59'34"W., A DISTANCE OF 164.39 FEET; THENCE S.86°44'12"W., A DISTANCE OF 379.68 FEET; THENCE N.70°21'26"W., A DISTANCE OF 98.29 FEET; THENCE N.83°26'05"W., A DISTANCE OF 70.94 FEET; THENCE S.84°40'32"W., A DISTANCE OF 62.90 FEET; THENCE S.55°41'03"W., A DISTANCE OF 30.67 FEET; THENCE S.33°37'58"W., A DISTANCE OF 114.26 FEET; THENCE S.03°56'48"W., A DISTANCE OF 42.43 FEET; THENCE N.73°01'55"W., A DISTANCE OF 42.10 FEET; THENCE S.42°09'30"W., A DISTANCE OF 71.81 FEET; THENCE S.53°19'32"W., A DISTANCE OF 15.03 FEET; THENCE S.77°52'15"W., A DISTANCE OF 24.33 FEET; THENCE N.75°21'46"W., A DISTANCE OF 46.45 FEET; THENCE S.35°08'07"W., A DISTANCE OF 9.80 FEET; THENCE N.47°55'51"W., A DISTANCE OF 12.64 FEET; THENCE N.58°22'43"W., A

DISTANCE OF 52.16 FEET; THENCE N.75°10'56"W., A DISTANCE OF 16.72 FEET; THENCE N.30°16'44"W., A DISTANCE OF 17.26 FEET; THENCE N.70°20'22"E., A DISTANCE OF 73.30 FEET; THENCE N.09°14'11"W., A DISTANCE OF 44.10 FEET; THENCE N.19°19'33"E., A DISTANCE OF 25.77 FEET; THENCE N.52°19'04"E., A DISTANCE OF 114.87 FEET; THENCE S.82°19'57"W., A DISTANCE OF 185.19 FEET; THENCE N.87°29'52"W., A DISTANCE OF 103.58 FEET; THENCE S.83°47'56"W., A DISTANCE OF 98.72 FEET; THENCE S.02°40'33"E., A DISTANCE OF 42.57 FEET; THENCE S.66°13'43"W., A DISTANCE OF 11.78 FEET; THENCE N.59°41'38"W., A DISTANCE OF 29.68 FEET; THENCE S.65°01'06"W., A DISTANCE OF 46.06 FEET; THENCE S.56°43'44"W., A DISTANCE OF 43.23 FEET; THENCE S.63°17'18"W., A DISTANCE OF 35.61 FEET; THENCE N.27°06'52"E., A DISTANCE OF 26.20 FEET; THENCE N.14°42'25"W., A DISTANCE OF 58.08 FEET; THENCE S.75°47'09"W., A DISTANCE OF 60.29 FEET; THENCE S.57°14'47"W., A DISTANCE OF 49.02 FEET; THENCE S.05°25'22"W., A DISTANCE OF 31.42 FEET; THENCE S.55°19'47"W., A DISTANCE OF 22.31 FEET; THENCE S.05°42'35"E., A DISTANCE OF 37.65 FEET; THENCE S.50°56'15"W., A DISTANCE OF 17.32 FEET; THENCE S.78°25'09"W., A DISTANCE OF 75.32 FEET; THENCE S.15°29'11"W., A DISTANCE OF 5.57 FEET; THENCE S.76°28'03"W., A DISTANCE OF 51.14 FEET; THENCE S.82°01'54"W., A DISTANCE OF 37.03 FEET; THENCE N.38°05'21"E., A DISTANCE OF 64.60 FEET; THENCE N.51°54'39"W., A DISTANCE OF 22.09 FEET; THENCE N.31°22'52"E., A DISTANCE OF 18.46 FEET; THENCE N.66°32'18"E., A DISTANCE OF 31.94 FEET; THENCE N.28°01'05"E., A DISTANCE OF 85.73 FEET; THENCE S.77°49'43"W., A DISTANCE OF 106.68 FEET; THENCE N.08°51'14"W., A DISTANCE OF 14.61 FEET; THENCE N.89°41'08"W., A DISTANCE OF 38.13 FEET; THENCE N.86°21'23"W., A DISTANCE OF 72.94 FEET; THENCE N.74°47'39"W., A DISTANCE OF 66.34 FEET; THENCE S.88°08'58"W., A DISTANCE OF 204.68 FEET; THENCE S.79°48'19"W., A DISTANCE OF 60.20 FEET; THENCE N.87°17'50"W., A DISTANCE OF 91.54 FEET; THENCE S.19°10'29"W., A DISTANCE OF 83.31 FEET; THENCE S.57°27'58"W., A DISTANCE OF 24.86 FEET; THENCE N.32°58'34"W., A DISTANCE OF 160.61 FEET; THENCE S.55°58'41"W., A DISTANCE OF 198.37 FEET; THENCE S.39°21'39"E., A DISTANCE OF 168.09 FEET; THENCE S.49°47'35"W., A DISTANCE OF 46.33 FEET; THENCE S.02°54'00"W., A DISTANCE OF 56.38 FEET; THENCE S.14°32'18"W., A DISTANCE OF 70.83 FEET; THENCE S.24°17'52"W., A DISTANCE OF 39.37 FEET; THENCE S.02°08'00"W., A DISTANCE OF 121.80 FEET; THENCE S.07°11'57"E., A DISTANCE OF 50.24 FEET; THENCE S.15°21'01"W., A DISTANCE OF 40.48 FEET; THENCE S.05°17'50"E., A DISTANCE OF 83.01 FEET; THENCE S.15°33'59"W., A DISTANCE OF 42.02 FEET; THENCE S.03°03'33"W., A DISTANCE OF 31.72 FEET; THENCE S.38°37'38"E., A DISTANCE OF 28.11 FEET; THENCE S.06°01'23"E., A DISTANCE OF 27.70 FEET; THENCE S.05°19'50"W., A DISTANCE OF 84.09 FEET; THENCE S.01°50'36"E., A DISTANCE OF 59.47 FEET; THENCE S.04°24'43"E., A DISTANCE OF 146.48 FEET; THENCE S.27°26'06"W., A DISTANCE OF 36.50 FEET; THENCE S.24°06'50"E., A DISTANCE OF 35.33 FEET; THENCE S.13°10'37"E., A DISTANCE OF 45.08 FEET; THENCE S.00°38'06"E., A DISTANCE OF 45.77 FEET TO A POINT AT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S.89°21'45"W., ALONG SAID SOUTH LINE, A DISTANCE OF 39.83 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE S.89°22'21"W., ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 2, A DISTANCE OF 2620.63 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"
Hendry County Mitigation Property

PARCEL 5:

All that part of SECTION 6, TOWNSHIP 44 SOUTH, RANGE 30 EAST, Hendry County, Florida and all that part of Section 1, Township 44 South, Range 29 East, Hendry County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of the aforementioned Section 6; thence North 84°14'04" East along the South line of the Southwest 1/4 of said Section 6, a distance of 2043.79 feet; thence leaving said Southerly line North 05°36'37" West along a line parallel to the Easterly line of the Westerly 1/2 of said Section 6, a distance of 5245.78 feet to an intersection with the North line of the Northwest 1/4 of said Section 6; thence South 85°54'10" West along said North line a distance of 1859.77 feet to the Northwest corner of said Section 6 and the Northeast corner of the aforementioned Section 1; thence South 86°34'11" West along the North line of the Northeast 1/4 of said Section 1, a distance of 2664.57 feet to the Northwest corner of the Northeast 1/4 of said Section 1; thence South 86°34'10" West along the North line of the Northwest 1/4 of said Section 1, a distance of 638.17 feet; thence leaving said North line South 03°36'54" East along a line parallel to the East line of said Section 1, a distance of 5345.88 feet to an intersection with the South line of the Southwest 1/4 of said Section 1; thence North 85°50'12" East along said South line, a distance of 633.59 feet to the Southeast corner of the Southwest 1/4 of said Section 1; thence North 85°50'13" East along the South line of the Southeast 1/4 of said Section 1, a distance of 2669.29 feet to the Point of Beginning of the parcel herein being described.

PARCEL 7:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN WARRANTY DEED, BY RESOURCE CONSERVATION PROPERTIES, INC., A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA AND BEACH ROAD DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED AUGUST 23, 2005, RECORDED AUGUST 25, 2005, IN OFFICIAL RECORDS BOOK 713, PAGE 275, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A tract or parcel of land lying in Sections 5 and 6, Township 44 South, Range 30 East, Hendry County, Florida, described as follows:

Beginning at the northwest corner of the Northeast Quarter (NE 1/4) of said Section 6; thence run North 85° 54' 10" East along the north line of said Northeast Quarter (NE 1/4) and along the north line of the Northeast Quarter (NE 1/4) of said Section 5 for 3,488.98 feet to an intersection with the westerly right-of-way line of the abandoned Atlantic Coast Line Railroad Right-Of-Way (130' wide); thence run South 23° 50' 05" West along said right-of-way line for 1,601.16 feet to an intersection with the east line of said Northeast Quarter (NE 1/4) of Section 6; thence run North 07° 43' 25" West along said east line for 120.45 feet to an intersection with the north line of the South Half (S 1/2) of said Northeast Quarter (NE 1/4); thence run South 85° 33' 13" West along said north line for 41.97 feet to an intersection with a line 100.00 feet west of (as measured on a perpendicular) and parallel with said westerly right of line of the abandoned Atlantic Coast Line Railroad Right-of-Way; thence run South 23° 50' 05" West along said parallel line for 720.09 feet to an intersection with the south line of the North Half (N 1/2) of said South Half (S 1/2) of the Northeast Quarter (NE 1/4 of said Section 6; thence run North 85° 19' 29" East along said south line for 113.80 feet to an intersection with said westerly right-of-way line; thence run South 23° 50' 05" West along said westerly right-of-way line for 3,700.51 feet to an intersection with the south line of the Southeast Quarter (SE 1/4) of said Section 6; thence run South 84° 14' 04" West along said south line for 590.02 feet to the southwest corner of said Southeast Quarter (SE 1/4); thence continue South 84 14' 04" West along the south line of the Southwest Quarter (SW 1/4) of said Section 6 for a distance of 645.60 feet; thence run North 05° 36' 37" West parallel with the east line of the West Half (W 1/2) of said Section 6 for 5,245.76 feet to an intersection with the north line of the Northeast Quarter (NE 1/4) of said Section 6; thence run North 85° 54' 10" East along said north line for 645.82 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the South line of Section 6, Township 44 South, Range 30 East to bear North 84° 14' 04" E.

PARCEL B:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENTS BY AND BETWEEN FLORIDA PANTHER CONSERVATION II SUBSIDIARY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ASSIGNOR, TO BB ROAD, A FLORIDA LIMITED LIABILITY COMPANY, ASSIGNEE, RECORDED FEBRUARY 22, 2010 IN OFFICIAL RECORDS BOOK 814, PAGE 1626, PUBLIC RECORDS HENDRY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE GRANTOR ALSO HEREBY PARTIALLY ASSIGNS TO THE GRANTEE, ITS AGENTS, EMPLOYEES, TENANTS, INVITEES AND LICENSEES: (A) A PERPETUAL, NON-EXCLUSIVE EASEMENT (THE "ACCESS EASEMENT NO. 1"), FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, FOR CONSTRUCTING, MAINTAINING AND REPAIRING A PERVIOUS ROADWAY, AND FOR DRAINAGE AND UTILITIES NOT INCONSISTENT WITH SUCH ROADWAY, OVER, THROUGH AND ACROSS THE PROPERTY IDENTIFIED IN THAT CERTAIN RIGHT OF WAY AGREEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY RECORDED ON OCTOBER 21, 1953, IN OFFICIAL RECORDS BOOK 1, PAGE 347, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA (THE "RIGHT OF WAY ROAD") TO THE POINT WHERE ACCESS EASEMENT NO. 1 CONNECTS TO "ACCESS EASEMENT NO. 2" AND (B) A PERPETUAL NON-EXCLUSIVE EASEMENT (THE "ACCESS EASEMENT NO. 2") FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR CONSTRUCTING, MAINTAINING, AND REPAIRING A PERVIOUS ROADWAY AND FOR DRAINAGE AND UTILITIES NOT INCONSISTENT WITH SUCH ROADWAY, OVER, THROUGH AND ACROSS A PARCEL OF PROPERTY THIRTY (30) FEET WIDE AND LYING NORTH OF AND PARALLEL WITH THE SOUTHERN LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 29 EAST, RUNNING EASTERLY FROM GRADE B ROAD, A PUBLIC ROAD IN SECTION 33, TOWNSHIP 43 SOUTH,

RANGE 29 EAST, HENDRY COUNTY, FLORIDA AND EXTENDING EASTERLY 2,130.38 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE RIGHT OF WAY ROAD,

(ACCESS EASEMENT NO. 1 AND ACCESS EASEMENT NO. 2 ARE COLLECTIVELY REFERRED TO AS THE "ACCESS EASEMENT LAND").

THE EASEMENT RIGHTS AND PRIVILEGES HEREIN GRANTED TO THE GRANTEE HEREIN SPECIFICALLY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: (A) THE RIGHT OF THE GRANTEE TO ENTER UPON AND UTILIZE THE ACCESS EASEMENT LAND FOR THE PURPOSES SET FORTH HEREIN; (B) THE RIGHT OF THE GRANTEE TO CLEAR THE ACCESS EASEMENT LAND OF TREES, LIMBS, UNDERGROWTH AND OTHER OBJECTS THAT INTERFERE WITH THE EXERCISE OF THE EASEMENT RIGHTS HEREIN GRANTED; AND (C) ALL OTHER RIGHTS AND PRIVILEGES NECESSARY FOR THE GRANTEE'S ENJOYMENT AND USE OF THE ACCESS EASEMENT LAND FOR THE PURPOSES SET FORTH HEREIN; PROVIDED, HOWEVER, THAT THE FOREGOING ACCESS EASEMENT NO. 1 IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHT OF WAY AGREEMENT AND OTHER MATTERS OF RECORD.

EXHIBIT "F"
BBR On-Site Extension

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

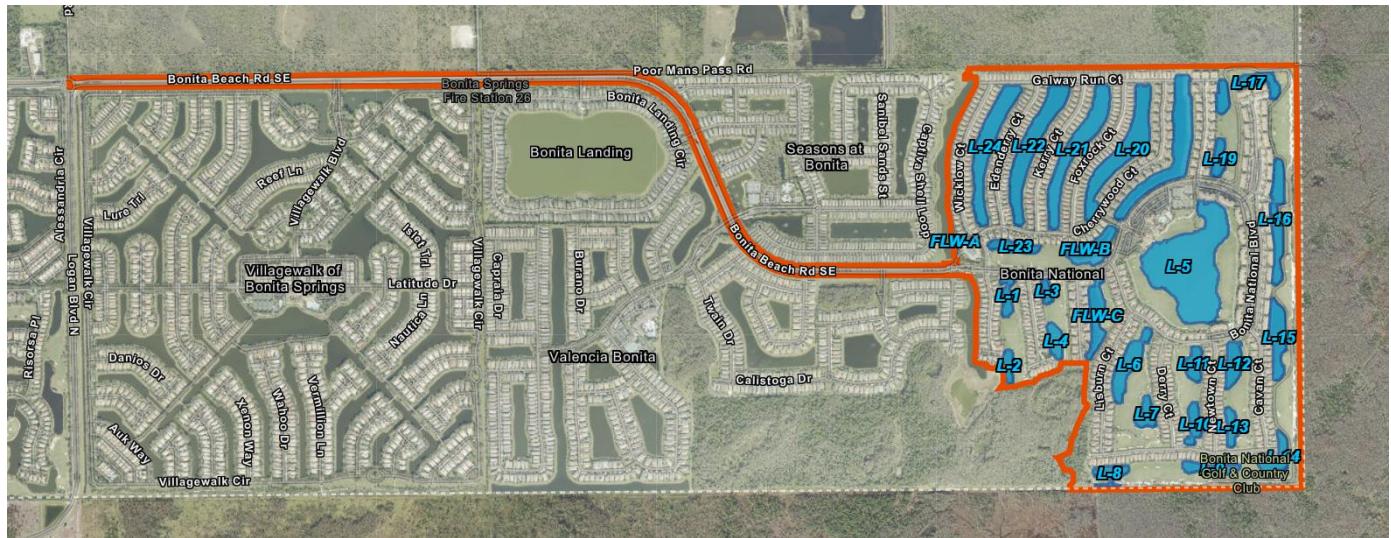
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N. $89^{\circ}18'12''$ E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,787.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,081.00 FEET, A CENTRAL ANGLE OF $67^{\circ}11'18''$, A CHORD BEARING OF S. $57^{\circ}06'09''$ E., AND A CHORD LENGTH OF 1,196.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.65 FEET TO THE END OF SAID CURVE; THENCE S. $23^{\circ}30'29''$ E., A DISTANCE, OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 955.00 FEET, A

CENTRAL ANGLE OF $66^{\circ}53'44''$, A CHORD BEARING OF S. $56^{\circ}57'22''$ E., AND A CHORD LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N. $89^{\circ}35'46''$ E., A DISTANCE OF 1,089.23 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE CONTINUE N. $89^{\circ}35'46''$ E., A DISTANCE OF 698.09 FEET; THENCE S. $00^{\circ}04'22''$ W., A DISTANCE OF 125.00 FEET; THENCE S. $89^{\circ}35'46''$ W., A DISTANCE OF 695.74 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUES. $89^{\circ}35'46''$ W., A DISTANCE OF 1,090.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,080.00 FEET A CENTRAL ANGLE OF $66^{\circ}53'44''$, A CHORD BEARING OF N. $56^{\circ}57'22''$ W., AND A CHORD LENGTH OF 1,190.54 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,260.95 FEET TO THE END OF SAID CURVE; THENCE N. $23^{\circ}30'29''$ W., A DISTANCE OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF $67^{\circ}11'18''$, A CHORD BEARING OF N. $57^{\circ}06'09''$ W., AND A CHORD LENGTH OF 1,057.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,121.06 FEET TO THE END OF SAID CURVE; THENCE S. $89^{\circ}18'12''$ W., A DISTANCE OF 1,786.83 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N. $01^{\circ}11'45''$ W., ALONG SAID WEST LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N. $89^{\circ}18'22''$ E.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

9



Beach Road Golf Estates (BRGE) Community

Development District Long-Range

Infrastructure Plan Summary

Multi-Year Planning

2025-2030

Overview

The Community Development District, CDD, is a governmental entity created to serve the long-term specific needs of its community. Created pursuant to Chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and provide other services specifically for the benefit of its residents.

The CDD provides residents with highly maintained infrastructure, and when a component of the infrastructure systems needs to be replaced, the CDD either finances the project(s) over several years or fund(s) the project(s) within the annual tax assessment.

The cost to operate a CDD is borne by those who benefit from its services. Property owners in the CDD are subject to a non-ad valorem assessment, which appears on their annual property tax bill from the county tax collector and may consist of two parts - an annual assessment for operations and maintenance, which can fluctuate up and down from year-to-year based on the budget adopted for that fiscal year and an annual capital or debt service assessment to repay financing on community infrastructure and facilities. Because BRGE CDD is a governmental unit they cannot reserve for infrastructure projects and need to either finance or assess as projects come up.

Over the last five years, BRGE CDD has completed over thirty (30) infrastructure improvement projects and has relied primarily on the developer's construction fund to finance them. These projects included the following:

- Stormwater Aeration System Upgrade – February 2023 - **\$149,488.11**
- Speed Hump Installation – February 2023 **\$64,101.12**
- Foxrock & Wicklow Drain Repairs – May 2023 **\$79,810.00**
- Bonita Beach Road Stormwater Repairs & Cleaning – January 2024 **\$115,467.00**
- Bonita National Road Striping – October 2024 - **\$37,895.80**
- Bonita Beach Road Landscape Lighting – March 2025 - **\$143,000.00**
- Cavan Crosswalk – July 2025 - **\$41,980.00**
- Bonita Beach Road Sidewalk Repairs – July 2025 - **\$48,613.68**

Purpose and Funding of the Long-Range Plan

As the community begins to age and the construction fund is depleted and closed, it is critical to continue our review and evaluation of the long-range needs of the District's infrastructure.

This Long-Range Plan identifies projects for the next five years that are critical to maintaining the infrastructure of the District. Additional projects may become necessary and they will be reviewed and evaluated for BOS approval. All projects will be reviewed and approved for on a fiscal year by year basis. The CDD's responsibilities include storm water management, streets, sidewalks, lake and wetland management, and other miscellaneous items.

This plan is a guide intended for planning purposes only. Funding for projects will be evaluated and may be accelerated or delayed based upon available funding and BOS approval. If there are significant changes involving scope, cost, and/or schedule to a specific project, the Beach Road Golf Estates Board of Supervisors will re- evaluate that project as necessary.

All projects **require approval** in a publicly held meeting by the Beach Road Golf Estates Community Development District Board of Supervisors. The "Estimated Costs" listed for each of these projects are projected estimates based on recent costs experienced on similar projects in other communities.

Long-Range Projects by Priority

Priority 1

Project: Bonita Beach Road Milling & Asphalting

Funding Year: 25-27, executed in FY 2028

Priority 2

Project: Storm Water System Repairs & Cleaning

Funding Year: 26-28, executed in FY 2029

Priority 3

Project: Sidewalk Repairs

Funding Year: 27-29, executed in FY 2030

Priority 4

Project: Aeration Repairs/Replacements

Funding Year: 26-29, executed in FY 2030

Priority 5

Project: Lake Bank Restoration

Funding Year: 26-31, executed FY 2031

Priority 1. BONITA BEACH ROAD MILLING AND ASPHALT

Estimated Cost: \$150,000.00 per lane mile

Description:

Bonita Beach Road is approximately 2.5 miles long (10 lane miles) and has begun to show signs of fatigue and failure in some areas due to heavy vehicles and a high daily volume traffic flow. Over the past 3 years the District has made multiple “pot hole” repairs costing in excess of ten thousand (\$10,000.00) dollars.

Based on resident feedback the District Engineer reviewed an area in front of Village Walk just over .5 miles long (approximately 3,300ft) that could require milling & asphalting in the near future. Staff provided approximate cost \$150,000.00 (1 lane mile).

BOS Discussion: Conduct repairs as they arise or plan for a larger project financed through a loan or bond issuance?

Priority 2. STORMWATER SYSTEM REPAIRS & CLEANING

Estimated Cost: FY 29/30 - \$110,000.00

Description:

The District operates and manages a total of 30,825 linear feet of stormwater pipes and structures along Bonita Beach Road outside the gate of Bonita National & the internal streets of Bonita National.

Over the last five years the District has repaired and cleaned the District’s stormwater system at a cost of \$102,959.10.

BOS Discussion: Budget over the next five years with the expectation of having the same costs as in the past or expect price increases/decreases?

Priority 3. SIDEWALK REPAIRS

Estimated Cost: FY 30/31 - \$50,000.00

Description:

The District operates and manages a total of 2.5 miles of sidewalks along Bonita Beach Road.

The District repaired 2,600ft (approximately .5 miles) at a cost of \$48,613.68 in 2025.

BOS Discussion: Budget over the next five years with the expectation of having the same costs as in the past or expect price increases/decreases?

Priority 4. AERATION REPAIRS/REPLACEMENT

Estimated Cost: FY 29/30 - \$150,000.00

Description:

The District operates and manages a total of 25 aeration cabinets, 89 aeration diffusers, 38 aeration compressors, & 32,425 linear feet of tubing.

The District upgraded the aeration system in 2023 at a cost of \$149,488.11. These assets have the following life spans:

- compressors – 7 years
- cabinets – 10 years
- diffusers – 3 years.

BOS Discussion: Budget over the next ten years with the expectation of having the same costs as in the past or expect price increases/decreases?

Priority 5. LAKE BANK RESTORATION

Estimated Cost: FY 29/30 - \$110,000.00

Description:

The District operates and manages a total of 61,244 linear feet of stormwater lake banks within the District's stormwater system.

Mitigating and repairing erosion is part of managing stormwater systems and is an ongoing concern, current price points range from \$60.00 per linear foot to \$300.00 per linear foot depending on the repair method.

BOS Discussion: Determine the annual budget number with the expectation of conducting lake bank restoration (LBR) in 2030.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2025**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
BALANCE SHEET
NOVEMBER 30, 2025**

	General Fund	Debt Service Fund Series 2015	Capital Projects Fund Series 2015	Total Governmental Funds
ASSETS				
Cash	\$ 567,796	\$ -	\$ -	\$ 567,796
Undeposited funds	-	-	-	-
Investments	-	-	-	-
Principal	-	74	-	74
Revenue	-	388,363	-	388,363
Reserve	-	1,004,315	-	1,004,315
Sinking	-	92	-	92
Interest	-	71	-	71
Prepayment	-	52,822	-	52,822
Construction	-	-	245,838	245,838
Due from general fund	-	467,411	-	467,411
Due from capital projects fund	14,504	-	-	14,504
Due from other governments	4,236	-	-	4,236
Utility deposit	782	-	-	782
Total assets	<u><u>\$ 587,318</u></u>	<u><u>\$ 1,913,148</u></u>	<u><u>\$ 245,838</u></u>	<u><u>\$ 2,746,304</u></u>
LIABILITIES				
Liabilities				
Contracts payable	\$ -	\$ 48,614	\$ 48,614	\$ 48,614
Developer advance	1,983	-	-	1,983
Accrued taxes payable	275	-	-	275
Due to general fund	-	-	14,504	14,504
Due to debt service	467,411	-	-	467,411
Total liabilities	<u><u>469,669</u></u>	<u><u>-</u></u>	<u><u>63,118</u></u>	<u><u>532,787</u></u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,236	-	-	4,236
Total deferred inflows of resources	<u><u>4,236</u></u>	<u><u>-</u></u>	<u><u>4,236</u></u>	<u><u>4,236</u></u>
FUND BALANCES				
Restricted for:				
Debt service	-	1,913,148	-	1,913,148
Capital projects	-	-	182,720	182,720
Assigned				
Lake bank erosion repair	150,000	-	-	150,000
Unassigned	(36,587)	-	-	(36,587)
Total fund balances	<u><u>113,413</u></u>	<u><u>1,913,148</u></u>	<u><u>182,720</u></u>	<u><u>2,209,281</u></u>
Total liabilities and fund balances	<u><u>\$ 587,318</u></u>	<u><u>\$ 1,913,148</u></u>	<u><u>\$ 245,838</u></u>	<u><u>\$ 2,746,304</u></u>

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GENERAL FUND**

FOR THE PERIOD ENDED NOVEMBER 30, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 80,169	\$ 80,169	329,879	24%
Intergovernmental: shared costs revenue	-	-	68,040	0%
Interest	2	2	-	N/A
Total revenues	80,171	80,171	397,919	20%
EXPENDITURES				
Supervisors	1,938	1,938	10,334	19%
Management/recording	3,333	6,666	40,000	17%
Financial accounting services	1,292	2,583	15,500	17%
Audit	-	-	4,500	0%
Dissemination agent	417	833	5,000	17%
Arbitrage rebate	-	-	500	0%
Trustee fees	-	-	10,850	0%
Legal	1,203	1,203	10,000	12%
Engineering	2,000	2,000	5,000	40%
Postage	129	274	750	37%
Printing & reproduction	83	167	1,000	17%
Legal advertising	-	-	1,000	0%
Annual district filing fee	-	175	175	100%
Insurance	-	7,777	8,750	89%
Other current charges	180	359	3,000	12%
ADA website maintenance	-	145	210	69%
Website	-	705	705	100%
Total professional & admin	10,575	24,825	117,274	21%
Operations				
Shared costs maintenance/monitoring	9,448	9,448	126,000	7%
On-site other contractual services	5,168	5,168	116,000	4%
Total operations	14,616	14,616	242,000	6%
Other fees and charges				
Property appraiser & tax collector	2,685	2,685	4,378	61%
Total other fees and charges	2,685	2,685	4,378	61%
Total expenditures	27,876	42,126	363,652	12%
Excess/(deficiency) of revenues over/(under) expenditures	52,295	38,045	34,267	
Fund balance - beginning	61,118	75,368	71,602	
Assigned				
Lake bank erosion repair ¹	150,000	150,000	100,000	
Unassigned	(36,587)	(36,587)	5,869	
Fund balance - ending	\$ 113,413	\$ 113,413	\$ 105,869	

¹Intended to fund long term lake bank erosion repairs in District owned ponds.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 467,410	\$ 467,410	\$ 2,074,241	23%
Interest	9,439	18,820	-	N/A
Total revenues	476,849	486,230	2,074,241	23%
EXPENDITURES				
Principal	695,000	695,000	695,000	100%
Interest	648,368	648,368	1,281,600	51%
Total expenditures	1,343,368	1,343,368	1,976,600	68%
Net change in fund balances	(866,519)	(857,138)	14,671	
Fund balance - beginning	2,779,667	2,770,286	2,725,731	
Fund balance - ending	\$ 1,913,148	\$ 1,913,148	\$ 2,740,402	

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2015
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

	Current Month	Year to Date
REVENUES		
Interest	\$ 833	\$ 1,614
Total revenues	<u>833</u>	<u>1,614</u>
EXPENDITURES	\$ -	\$ -
Total expenditures	<u>-</u>	<u>-</u>
Net increase/(decrease), fund balance	833	1,614
Beginning fund balance	181,887	181,106
Ending fund balance	<u>\$ 182,720</u>	<u>\$ 182,720</u>

Beach Road Golf Estates

Construction Fund Sources and Uses Reconciliation

Updated 1/8/26

Sources

01/1/23 Construction Fund Balance	Total Sources	986,324
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Uses

January 2023 Requisitions

Req. 62 - Landcare USA (Oak Tree relocation & Sod for Palm Trees)	6,463.32
Req. 63 - Superior Waterways (Aerator Cabinets & Compressors)	17,672.16
Req. 64 - Lykins Signtek (Additional Stop Signs)	7,950.00
Req. 65 - Kerton Electrical (Pedestrian Gate Electrical)	1,037.99
MONTH TOTAL:	\$33,123.47

February 2023 Requisitions

Req. 66 - Lykins Signtek (Speed Hump Crossing Sign)	\$725.00
Req. 67 - Landcare USA (Sod for the Oak Tree field)	\$3,128.32
Req. 68 - Collier Paving (Speed Hump Installation)	\$64,101.12
Req. 69 - Superior Waterways (Deposit for Aerator Upgrade Program)	\$87,365.58
MONTH TOTAL:	\$155,320.02

March 2023 Requisitions

Req. 70 - Superior Waterways (Aerator Upgrade Program)	\$62,122.53
MONTH TOTAL:	\$62,122.53

April 2023 Requisitions

	NONE
MONTH TOTAL:	\$0.00

May 2023 Requisitions

	None
MONTH TOTAL:	\$0.00

June 2023 Requisitions

Req. 71 - Collier Paving (ADA Mats & RPMs)	\$1,210.00
Req. 72 - MRI Underwater Specialists (Stormwater Inspection within gates)	\$6,000.00
MONTH TOTAL:	\$7,210.00

July 2023 Requisitions

	None
MONTH TOTAL:	\$0.00

August 2023 Requisitions

Req. 73 - FPL (BBRD Streetlighting Cancelation)	\$130,311.84
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Req. 74 - Anchor Marine Services (Drain Repair/Replacements)	\$52,516.00
Req. 75 - Carter Fence (Pedestrian Gate Installation)	\$17,659.14
<u>MONTH TOTAL:</u>	<u>\$200,486.98</u>

September 2023 Requisitions

Req. 76 - Collier Paving (Additional Pedestrian Street Signs)	\$29,200.00
Req. 77 - Anchor Marine Services (Drain Repair/Replacement)	\$27,294.00
<u>MONTH TOTAL:</u>	<u>\$56,494.00</u>

October 2023 Requisitions

Req. 78 - Banks Engineering (Various LDO Work)	\$6,750.00
<u>MONTH TOTAL:</u>	<u>\$6,750.00</u>

January 2024 Requisitions

Req. 79 - MRI Non-Shared Repairs	\$23,589.00
Req. 80 - MRI Collapsed Pipe Repair	\$16,970.00
Req. 81 - MRI Pipe Cleaning	\$62,400.00
<u>MONTH TOTAL:</u>	<u>\$102,959.00</u>

March 2024 Requisitions

Req. 82 - MRI BBRD 30% Cleaning	\$10,800.00
Req. 83 - JEI Stormwater Review	\$1,708.00
<u>MONTH TOTAL:</u>	<u>\$12,508.00</u>

July 2024 Requisitions

Req. 84 - AV Tech 50% Crosswalk	\$10,075.00
Req. 85 - FL GIS	\$2,880.00
<u>MONTH TOTAL:</u>	<u>\$12,955.00</u>

October 2024 Requisitions

Req. 86 - Collier Paving Striping	\$37,895.80
<u>MONTH TOTAL:</u>	<u>\$37,895.80</u>

January 2025 Requisitions

Req. 88 - FLGIS Drain Repair Layers	\$1,440.00
<u>MONTH TOTAL:</u>	<u>\$1,440.00</u>

February 2025 Requisitions

Req. 89 - Paramount Paving Stop Signs	\$7,400.00
<u>MONTH TOTAL:</u>	<u>\$7,400.00</u>

March 2025 Requisitions

Req. 90 - BBRD Landscape Lighting	\$143,400.00
<u>MONTH TOTAL:</u>	<u>\$143,400.00</u>

October 2025 Requisitions

Req. 91 - BBRD Sidewalk Repairs	(Note: Total Project Cost \$48,613.68)	\$22,362.00
Req. 92 - BBRD Sidewalk Repairs Engineer Fees		\$308.00

MONTH TOTAL: **\$22,670.00**

December 2025 Requisitions

Req. 93 - Cavan Crosswalk AVTech Final Draw	\$18,891.00
Req. 94 - Earthbalance Littoral GF Reimbursement	\$22,567.05
	<u>MONTH TOTAL:</u> <u>\$41,458.05</u>

TOTAL **\$862,734.80**

REQUISITION #87 INCORRECTLY ASSIGNED & DELETED, NOW INVALID

Solar Pedestrian Crosswalk Cavan - Requisition Submitted	\$ 23,098.00
Sidewalk Repairs Final Draw	\$ 26,251.68
Cavan Road Markings - Collier Paving	\$ 1,720.00

Pending Requisitions **\$51,069.68**

Total Expenses **\$913,804.48**

* REMAINING BALANCE

***Variance** **\$72,519.09**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Beach Road Golf Estates Community Development District
Regular Meeting on December 15, 2025 at 1:00 p.m., at the Bonita National Golf and
Country Club, 2nd Floor of the Clubhouse, 17501 Bonita National Blvd., Bonita Springs, Florida
and via Zoom at <https://zoom.us/j/96342228042>, and telephonically at 1-305-224-1968,
Meeting ID: 963 4222 8042.

Present:

Barry Kove Chair
Daniel DiTommaso Vice Chair
Joseph Grillo Assistant Secretary
Denise Kempf Assistant Secretary

Also present:

Shane Willis	Operations Manager
Greg Urbancic (via phone/Zoom)	District Counsel
Mark Zordan (via phone/Zoom)	District Engineer
Blake Grimes	GulfScapes Landscape Mgmt Services
Shelley Olson	HOA Community Association Manager (CAM)
Gabby _____	HOA
Jeff Caris (via phone/Zoom)	Valencia Bonita Member of the Public
Mike Ciberey	Resident/Board Candidate
Rich Epstein	Resident/Board Candidate
Jeff Cutler	Resident
Steve Holtzman	Resident
Other Residents	

The names of all attendees, residents and/or members of the public might not appear in meeting minutes. If the person did not identify themselves, their name was inaudible or their did not appear in the meeting notes or on a sign in sheet, the name was not listed.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

39 Mr. Willis called the meeting to order at 1:01 p.m. Supervisors Kove, DiTommaso, Grillo
40 and Kempf were present. One seat was vacant.

42 SECOND ORDER OF BUSINESS

Chairman's Opening Comments

43
44 Mr. Kove welcomed the attendees and the candidates for vacant Seat 5. He discussed the
45 following:

46 ➤ He responded to today's email from Jeff Caris, from Valencia Bonita, in which Mr. Willis
47 confirmed there is no issue with the chemical they chose to spray treat the ant hill along the
48 grass/sidewalk.

49 Mr. Caris asked Mr. Willis to reply to his email so he can forward it to his HOA Board.

50 Discussion ensued regarding the belief that other communities with the same issue
51 should treat it how they see fit. The CDD is only ensuring that the chemicals will not damage the
52 sod; CDD approval is not required, as the ant infestation is not on CDD property.

53 ➤ Regarding the status of the lights that are out in the median, Mr. Willis confirmed Florida
54 Power & Light (FPL) shows the Work Orders as active but when the repairs will happen is
55 unknown.

56 ➤ Regarding the status of replacing the three landscape lights in the median, Mr. Willis
57 asked Mr. Kove to provide the locations.

58 ➤ Mr. Kove stated he entered the serial numbers of the sidewalk poles with issues into FPL's
59 system.

60 ➤ The crosswalk project at Covan Court and Bonita National Boulevard is completed.

63 This item was an addition to the agenda.

64 Mr. Willis presented the Collier Paving proposal to paint the faded road markings, which
65 can be funded using construction funds before closing the construction fund account.

On MOTION by Mr. Kove and seconded by Mr. Grillo, with all in favor, the Collier Paving Proposal to repaint faded road markings at the Covan Court crosswalk, in the approximate amount of \$3,000, before closing out the project and closing the construction fund account, was approved.

70
71
72 ➤ Regarding the trimming of trees that were relocated from Galway into the corner
73 between Bonita National and Seasons, Mr. Willis stated that crews commenced work. Mr. Grimes
74 expects the project to be completed by Friday.

75 Mr. Kove asked Mr. Nott to inspect the compressor noise levels on Galway and Antrim
76 Court.

77 Mr. Kove asked if proposals should be obtained in January for the Lake Bank Restoration
78 project, as water levels are expected to recede soon. Mr. Willis stated the Board gave approval
79 for Mr. Nott, of Superior Waterway Services, Inc. (Superior), to perform the work; however, other
80 proposals will be obtained to ensure Superior's prices are competitive. The project is expected
81 to commence in February or March 2026 and will be based on Mr. Nott's timing
82 recommendation. The anchor down portion of the project of extending the visible pipes into the
83 lake will commence next week.

84 Mr. Kove asked who is responsible for maintaining the landscaping around the
85 compressor boxes. Mr. Willis stated the HOA landscapers, as the CDD does not have landscape
86 assets inside the gates. Due to resident complaints, the shrubs were installed to suppress noise.

87 Ms. Olson asked for the ground fault circuit interrupter outlet at the 14th tee to be
88 repaired.

89 Mr. DiTommaso asked if the vacant land at Galway and Wicklow Court is being
90 maintained. Mr. Grimes stated that the area is being maintained. He will check if there are drip
91 lines or irrigation in the area.

92

93 THIRD ORDER OF BUSINESS**Public Comments (3 minutes per speaker)**

94

95 Mr. Willis stated there are six residents attending via Zoom.

96 No members of the public spoke.

97

98 FOURTH ORDER OF BUSINESS**Consideration of Appointment of Qualified
99 Elector to Fill Unexpired Term of Seat 5;
100 Term Expires November 2026**

101

102 Mr. Willis stated that the Board can defer this to the next meeting or interview and
103 appoint a candidate today. Mr. Urbancic reviewed the policy for filling an unexpired vacant seat.

104 • **Candidates for Vacant Seat**

105 ➤ **Mike Ciberey**

106 ➤ **Rich Epstein**

107 Each candidate discussed their reasons for wanting to serve on the Board and gave an
108 overview of their personal and professional backgrounds.

109 The Board Members opined that both candidates are well qualified and either one would
110 be a good addition to the Board. The prospective candidates and incumbents were advised of
111 the upcoming candidate qualifying period deadline in June 2026 for the November 2026 General
112 Election.

113 **Mr. Willis opened Public Comments.**

114 No members of the public spoke.

115 **Mr. Willis closed Public Comments.**

116 Mr. Kove nominated Mike Ciberey to fill Seat 5. No other nominations were made.

117 Board Members stated they were pleased with the individual interview process, which
118 avoided any perception of a Sunshine Law violation and thanked the candidates for their interest.

119 **On MOTION by Mr. Kove and seconded by Ms. Kempf, with all in favor, the
120 appointment of Mike Ciberey to fill Seat 5, was approved.**

121
122
123 • **Administration of Oath of Office to Appointed Supervisor (the following will also be
124 provided under separate package)**

125 Mr. Willis and Mr. Urbancic explained the following:

126 A. **Required Ethics Training and Disclosure Filing**

127 • **Sample Form 1 2023/Instructions**

128 B. **Membership, Obligation and Responsibilities**

129 C. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

130 D. **Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public
131 Officers**

132 Mr. Willis, a Notary of the State of Florida and duly authorized, administered the Oath of
133 Office to Mike Ciberey. Mr. Ciberey accepted the allowable Supervisor compensation.

134 ▪ **GulfScapes Landscape Management Services; Property Update**

135 **This item was an addition to the agenda.**

136 Mr. Grimes discussed the actions taken to date, which were general routine maintenance.
137 The brown spots indicate the weed grass is going dormant and might require further spraying or
138 sod replacement. The grass was fertilized and appears greener and crews picked up trash and
139 palm fronds.

140 Mr. Grimes stated that mulch or pine straw is needed in the tree circles. He suggested
141 pine straw as it lasts longer. He discussed the criteria for using mulch and stated that they each
142 cost the same. The consensus was to install pine straw.

143 “Update: GulfScapes Landscape Management Report” will be added as an ongoing
144 agenda item after the first Public Comments section.

145

146 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-03,
Electing and Removing Officers of the
District and Providing for an Effective Date**

149

150 Mr. Willis presented Resolution 2026-03. Ms. Kempf nominated the following slate:

151	Bary Kove	Chair
152	Daniel DiTommaso	Vice Chair
153	Joseph Grillo	Assistant Secretary
154	Denise Kempf	Assistant Secretary
155	Mike Ciberey	Assistant Secretary

156 No other nominations were made.

157 This Resolution removed the following from the Board:

158	Timothy Vanderhyden	Assistant Secretary
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159 The following prior appointments by the Board remain unaffected by this Resolution:

160	Chuck Adams	Secretary
161	Craig Wrathell	Assistant Secretary
162	Craig Wrathell	Treasurer
163	Jeff Pinder	Assistant Treasurer

164 **On MOTION by Ms. Kempf and seconded by Mr. Grillo, with all in favor,
165 Resolution 2026-03, Electing, as nominated, and Removing Officers of the
166 District, and Providing for an Effective Date, was adopted.**

167

168

169 **SIXTH ORDER OF BUSINESS**

**Update: Superior Waterway Services, Inc.
Treatment Report**

172 Mr. Willis stated, on behalf of Mr. Nott, that crews will be on site next week to bury the
173 tubes in the areas Mr. Grillo identified. He is aware of the resident complaint about noise coming
174 from the aeration cabinets and expects to complete both items by next week. The service
175 contracts will be emailed to Mr. Ciberey.

176

177 **SEVENTH ORDER OF BUSINESS**178 **Discussion/Consideration/Ratification:**
179 **Performance Measures/Standard & Annual**
180 **Reporting Form**

181

181 Mr. Willis presented the following:

182

182 **A. October 1, 2024 – September 30, 2025 [Posted]**183 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the Fiscal**
184 **Year 2025 Goals and Objectives Reporting, was ratified.**

185

186

187

187 **B. October 1, 2025 – September 30, 2026**188 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the Goals**
189 **and Objectives Reporting Fiscal Year 2026 Performance Measures and**
190 **Standards, were approved.**

191

192

193

193 **EIGHTH ORDER OF BUSINESS**194 **Review: District Agreements**

195

195 **A. Memorandum of Understanding Between the City of Bonita Springs and Lennar Homes,**
196 **LLC Regarding Bonita Beach Road Maintenance and Voluntary Impact Fees [dated**
197 **August 5, 2015)**

198

198 **B. Interlocal Cost-Sharing Agreement Between the CDD, Bonita Landing CDD, East Bonita**
199 **Beach Road CDD and Valencia Bonita Homeowners Association, Inc. (dated June 2,**
200 **2017)**

201

202

202 Items 8A and 8B are interconnected. The documents were included to clarify who is
202 responsible for what in relation to Bonita Beach Road Maintenance and why.

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203 Ms. Kempf asked why different terms were used to identify Bonita Beach Road in the
204 Memorandum of Understanding. Mr. Urbancic thinks it is because it was originally set up by one
205 Developer via an initial Limited Grant of Easement in September 2001 and then a Joint
206 Development Agreement and Roadway Development Agreement and other Joinders to the
207 Agreement with other parties were added as the project matured. Subsequently, the Interlocal
208 Cost Sharing Agreement was intended to supersede the prior Agreements and codify the name
209 because all the prior Agreements contemplated that either an HOA or CDD can step in for the
210 Developer. There was supposed to have been a Conveyance Companion Termination of all those
211 prior Agreements by the Developer, which he had a draft of, but it does not show up as recorded

212 on the County records. All the neighborhood entities joined into the Interlocal Cost Sharing
213 Agreement, which effectively took its place.

214 Mr. Kove asked what the Village Walk's cost sharing responsibility is with regard to
215 assisting with roadway repairs in front of Village Walk and in the future. Mr. Urbancic stated
216 none, as that portion is covered under the Interlocal Cost Sharing Agreement, unless the
217 Association was intentional and negligent and created the damage.

218 Mr. Kove asked if the City responded to the CDD's letter expressing interest in the City
219 taking over maintenance of Bonita Beach Road. Mr. Urbancic stated not since the initial follow-
220 up to confirm receipt.

221 Ms. Kempf asked for the definition of right-of-way (ROW), in Section 1 of the MOU in
222 which Lennar agreed to mow and maintain the portion of Bonita Beach Road fronting the Village
223 Walk project. Mr. Zordan stated it is generally roadway, islands and sidewalk and is dependent
224 on the platting, which could be up to the walls of the development. He must review the plat to
225 determine the width of the ROW.

226 Regarding the 2017 Agreement superseding prior Agreements, Mr. Urbancic stated that
227 the communities had a maintenance obligation going forward, in which there is a section that
228 talks about CDDs and responsibilities under the maintenance plan, which is what will happen
229 after it is constructed, is ongoing. Accordingly, each party must provide a mechanism for mutual
230 implementation of the maintenance plan and containment of the common expenses, and the
231 parties and regent of each form of Chapter 190 CDD, which may assume the obligations. Although
232 one of the developments ultimately dissolved its CDD, they joined into the Interlocal Cost Sharing
233 Agreement. The intent was for each entity to assume its neighborhood's cost sharing obligations.

234 Mr. Willis stated the Cost Sharing Agreement addresses areas from the fire station to the
235 front gate. The Agreement with the City of Bonita Springs is separate from the Developers. He
236 will ask Mr. Adams why the CDD maintains landscaping but is not responsible for maintaining the
237 sidewalk in front of Village Walk.

238 In response to a question regarding ownership, Mr. Urbancic stated that Village Walk has
239 always owned the roadway in front of Village Walk. An Amended Interlocal Cost Sharing
240 Agreement was recorded in 2021, which is when they did the modifications to do Logan
241 Boulevard and the City took out a small piece of that roadway. Mr. Willis stated that the City of
242 Bonita Springs owns 577' up to the Logan Boulevard traffic circle.

243 Board Members asked about the Methodology used to determine the percentages of the
244 Cost Sharing Agreement and if the Agreements should be reviewed for updating purposes. Mr.
245 Willis stated Staff will provide answers for the next meeting.

246 Mr. Willis suggested inviting the four other community representatives to the next
247 meeting to review the Cost Share Agreement and discuss potential CDD Long-Range projects that
248 could impact their budget.

249 Resident Jeff Cutler asked what allowed Village Walk to have no financial responsibility
250 when the Cost Sharing Agreements were approved. Mr. Urbancic stated they probably traded
251 the easement to the City in 2021 for no share of the costs. Mr. Willis reminded that the
252 Developers controlled the CDD Boards at that time.

253 In response to Mr. DiTommaso's suggestion, Mr. Urbancic was directed to schedule a
254 meeting with City representatives at the beginning of 2026. Mr. Willis suggested residents attend
255 City meetings to protest against the County and City's non-participation in the Cost Share
256 Agreement. This item will be added as an agenda item.

257 Mr. Kove asked how much of the roadway needs to be repaired. Mr. Willis thinks about
258 10 lane miles. He asked if the Board wants to just have the potholes repaired or road segments
259 or the entire road. The roadway lifespan is about 15 to 20-years.

260 Regarding the pothole repairs about three years ago, Mr. Willis stated the CDD incurred
261 those costs of about \$13,000.

262 Resident Steve Holtzman asked if the utility company is responsible for repairing the
263 potholes in front of Village Walk.

264 Mr. Kove asked for "Discussion Attending City Commission Meetings" to be on the next
265 agenda.

266 Regarding lane mileage, Mr. Zordan noted the following:

267 ➤ In front of Village Walk with the potholes is 1.25 miles of lane miles; equating to two lanes
268 at 3,323 linear feet each per lane. The entire project totals approximately 9.5 lane miles from the
269 577' east of the circle at Logan to the entrance of the CDD. Based on a recent project, he
270 estimated the average milling and paving cost for a little over a mile of roadway is \$170,000 to
271 \$200,000 per lane miles.

272 ➤ Regarding the easement in front of Village Walk, it looks to be about 150' wide and the
273 Village Walk side to the ROW line varies and averaged 36.5'; the easement from Village Walk to
274 the CDD entrance is about 125' wide.

275

276 **NINTH ORDER OF BUSINESS**277 **Update: Long-Range Infrastructure Plan
278 Summary [Multi-Year Planning 2025-2030]**279 The Long-Range Infrastructure Plan Summary, Multi-Year Planning 2025-2030 was
280 included for informational purposes.

281

282 **TENTH ORDER OF BUSINESS**283 **Discussion/Consideration: Alligator
284 Nuisance Policy**285 Mr. Willis stated Mr. Grillo wanted this item on the agenda. The Florida Fish and Wildlife
286 Conservation Commission (FWC) changed the Statewide Nuisance Alligator Program (SNAP),
287 which now requires the CDD, as property owner of the lakes, to give permission to remove the
288 alligator and obtain a reference number from the hotline to provide to the trapper.289 Regarding why the CDD was involved in the recent incident, Mr. Grillo stated that the two
290 alligators came out of the lake before following the resident and his guests and remained out 5'
291 from his lanai. While fishing, the same resident was chased by an alligator and fell.292 Mr. Willis suggested designating a point person for the CDD to decide if an alligator should
293 be removed since he is not on site. Residents can still call the hotline but will need the reference
294 number to give to them and the trapper.295 Discussion ensued regarding issuing a Memorandum with the HOA to handle future
296 incidents and designating each Board Member as point person.297 Mr. Kove asked Ms. Olson to inform residents of the new policy upon executing
298 document.

299

300 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor,
301 authorizing Staff to develop a Memorandum of Understanding with the HOA and
302 giving permission to Troon Management to determine handling of alligator
303 nuisance incidents on behalf of the CDD, was approved.**

304

305 **ELEVENTH ORDER OF BUSINESS**306 **Consideration of Resolution 2026-02,
307 Relating to the Amendment of the Budget
308 for the Fiscal Year Beginning October 1,
309 2024 and Ending September 30, 2025; and
310 Providing for an Effective Date**311 Mr. Willis presented Resolution 2026-02. Exhibit A, containing the Fiscal Year 2026 Budget
312 is the same budget Mr. Adams presented at the last meeting.

313 Regarding where the funds originated from to cause the proposed amended "Other
314 current charges" budget amount to increase, Mr. Willis stated it was transferred from the surplus
315 fund balance, to avoid a finding in the audit.

On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, Resolution 2026-02, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date, was adopted.

320

321

325 • Construction Fund Sources and Uses Reconciliation

326 Mr. Willis stated that, once the Collier Paving Proposal to repaint the road markings is
327 processed, the final construction fund balance should be approximately \$56,000. Staff will work
328 on the certification process and the Resolution closing out the project and applying the
329 construction fund balance towards the debt service fund in January 2026.

330 Regarding using construction funds to fund the upcoming lake maintenance projects, Mr.
331 Willis stated Mr. Adams determined it is not possible, as it is not part of the original project.

332 The financials were accepted.

333

334 THIRTEENTH ORDER OF BUSINESS Approval of November 17, 2025 Regular
335 Meeting Minutes

337 The following changes were made:

338 Line 43: Insert “for sidewalk lights” after “serial numbers”

339 Line 72: Change "The General Manager conveyed a request" to "Troon Management
340 conveyed, by email, a request"

341 Line 81: Insert "due to personal reasons" after "meeting"

342 Ms. Kempf asked for the status of her request on Line 175 to add the debt service
343 schedule to the CDD website under documents. Mr. Willis stated he submitted the request and
344 will follow up. He stated the Schedule is in the Adopted Fiscal Year 2026 Budget on the website.

345 Line 186: Change “Coyan” to “Cayan”

346 On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the
347 November 17, 2025 Regular Meeting Minutes, as amended, were approved.

349

350 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

351

352 **A. District Counsel: Coleman, Yovanovich & Koester, P.A.**353 **B. District Engineer: Johnson Engineering, Inc.**354 **C. District Manager: Wrathell, Hunt and Associates, LLC**

355 There was no District Counsel, District Engineer or District Manager reports.

356 • **NEXT MEETING DATE: January 12, 2026 at 1:00 PM**357 ○ **QUORUM CHECK**

358 All Supervisors confirmed their attendance at the January 12, 2026 meeting.

359 **D. Field Operations: Wrathell, Hunt and Associates, LLC**

360 The Project Tracker Report was included for informational purposes.

361

362 **FOURTEENTH ORDER OF BUSINESS**

Audience Comments/Supervisors' Requests

363

364 Mr. Ciberey asked why the recently completed Bonita Beach Road Landscape Lighting
365 Project was not included in the future "Long-Range Projects Plan and Priority Schedule". Mr.
366 Willis will check with Bentley Electric on the lifespan and add it to the Plan.367 A resident asked if installing sidewalk lights in Village Walk is still being considered. Mr.
368 Willis stated he emailed the CDD's contract information with FPL to Village Walk representatives
369 and has not heard anything since then.370 A resident asked about the policy of fishing in the lakes, based on the recent alligator
371 sightings. Mr. Willis stated it is an HOA policy; the HOA is aware that the CDD has not taken any
372 position on the matter. Regarding posting signage to limit CDD liability, Mr. Urbancic discussed
373 case law and stated most CDDs have posted certain warning signs if the area is known to have
374 potential danger. The CDD is insured and has limited waiver of sovereign immunity. Mr. Willis
375 gave an overview of the policies of other CDD's he manages.

376

377 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

378

379

380 **On MOTION by Mr. Ciberey and seconded by Mr. Grillo, with all in favor, the
meeting adjourned at 3:15 p.m.**

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385

Secretary/Assistant Secretary

Chair/Vice Chair

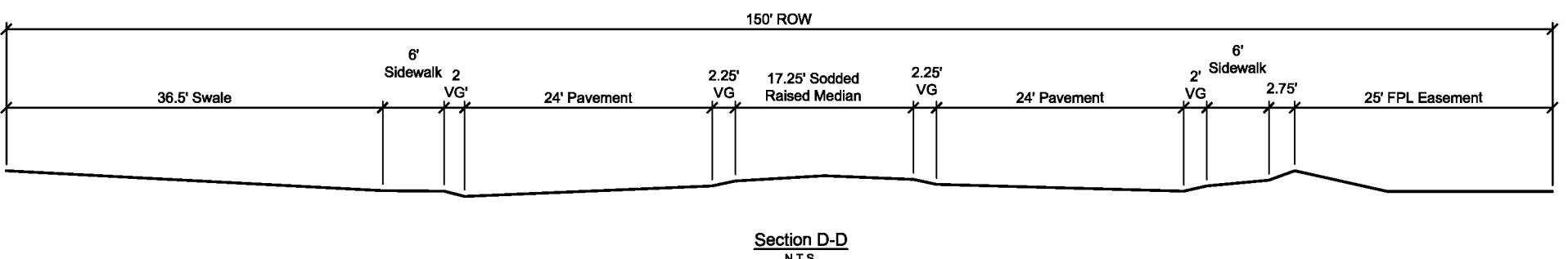
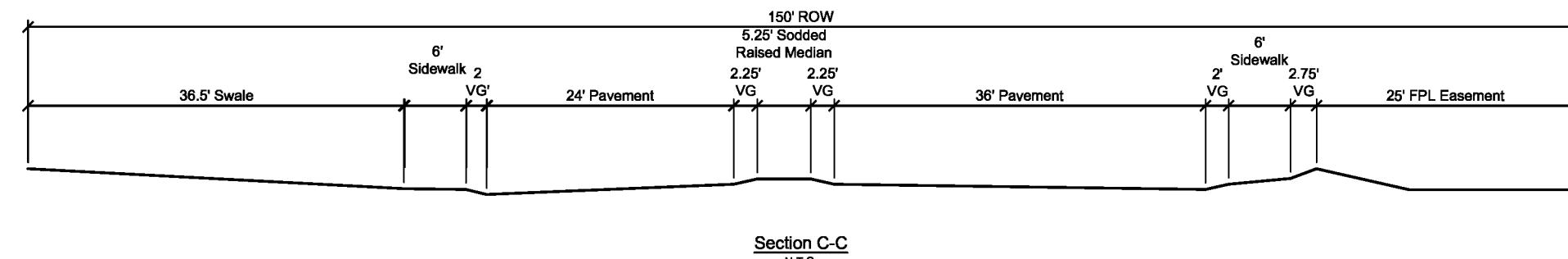
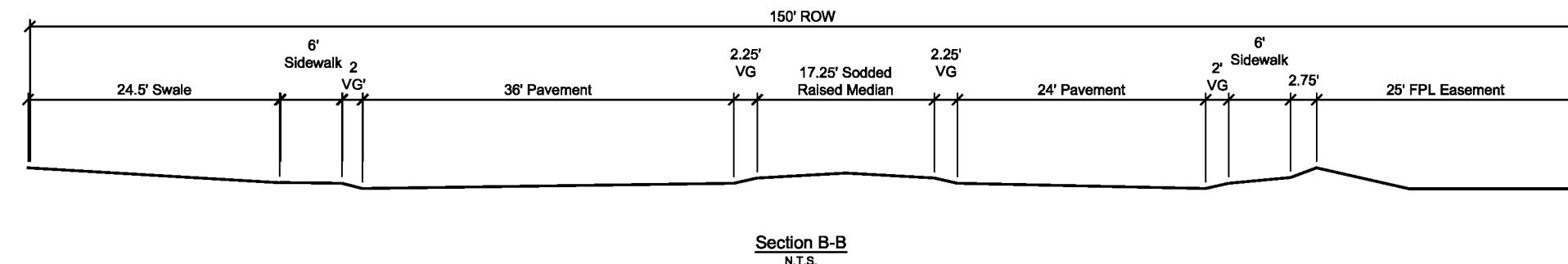
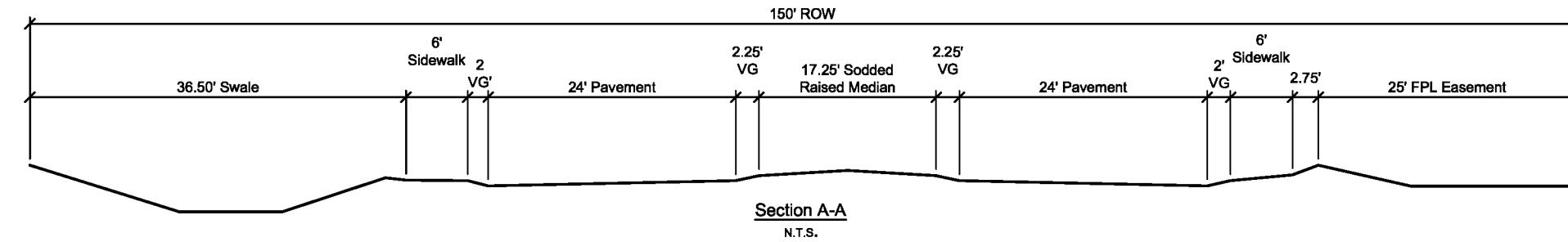
**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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B



Notes

Sections were created from Plats, Right of Way lines, and aerial imagery. These sections are not based on any surveyed linework.

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Lee County, Florida

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— An Apex Company —

JOHNSON ENGINEERING, LLC.
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FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

Sections A-D

DATE	PROJECT NO.	FILE NO.	SCALE	HEET
December 2025	20236106-002	00-00-00	As Shown	----



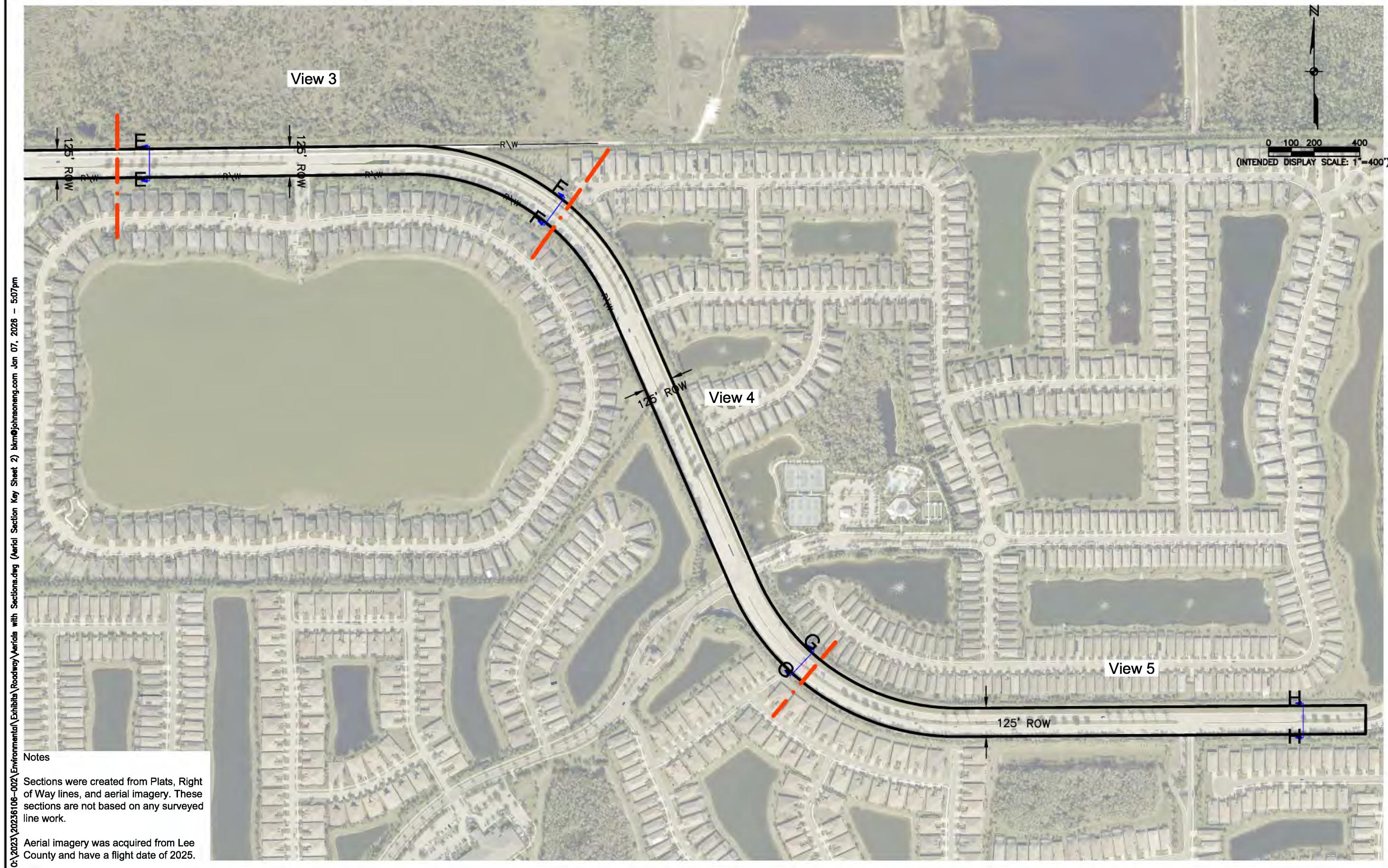
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Sections Aerial Key Sheet 1

DATE	PROJECT NO.	FILE NO.	SCALE	HEET
December 2025	20236106-002	00-00-00	As Shown	----



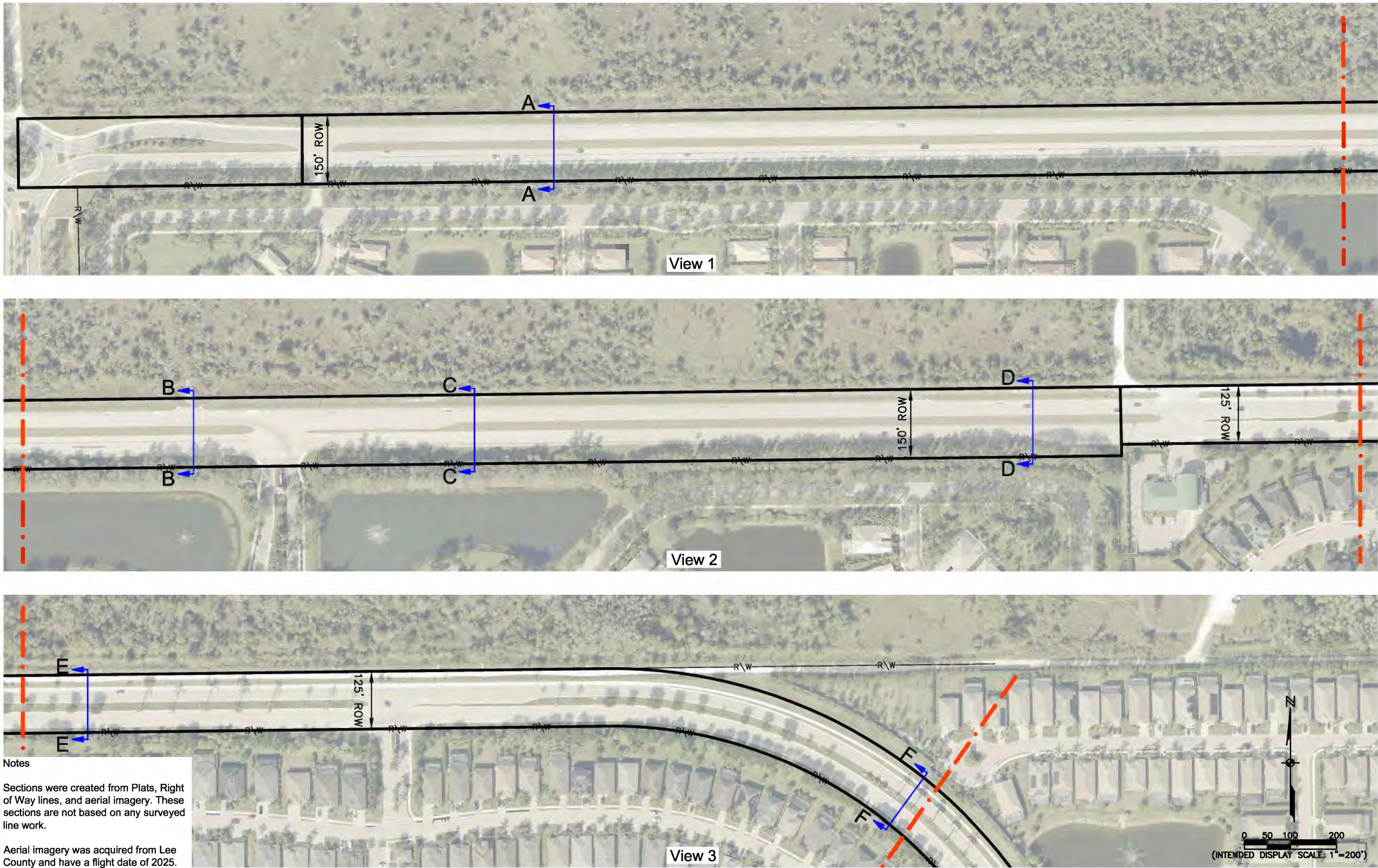
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Sections Aerial Key Sheet 2

DATE	PROJECT NO.	FILE NO.	SCALE	HEET
December 2025	20236106-002	00-00-00	As Shown	----



\\192.168.1.10\2023\20236106-002\Environmental\Exhibits\Roadway\Serials with Sections.dwg (Aerial Section Locations A-F) bkm@johnsoneng.com Jan 07, 2026 - 5:00pm

Notes

Sections were created from Plats, Right of Way lines, and aerial imagery. These sections are not based on any surveyed line work.

Aerial imagery was acquired from Lee County and have a flight date of 2025.

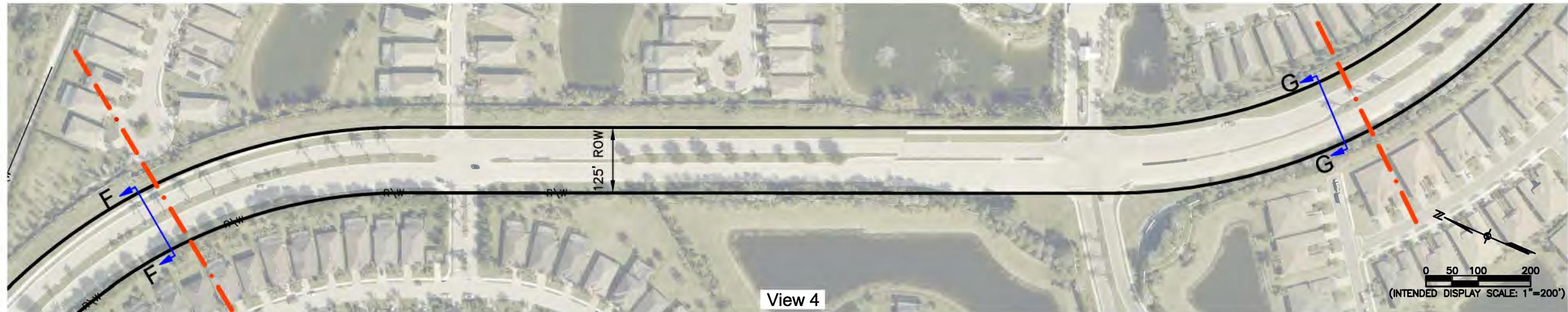
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Sections Aerial A-F

DATE	PROJECT NO.	FILE NO.	SCALE	HEET
December 2025	20236106-002	00-00-00	As Shown	----



View 4



View 5

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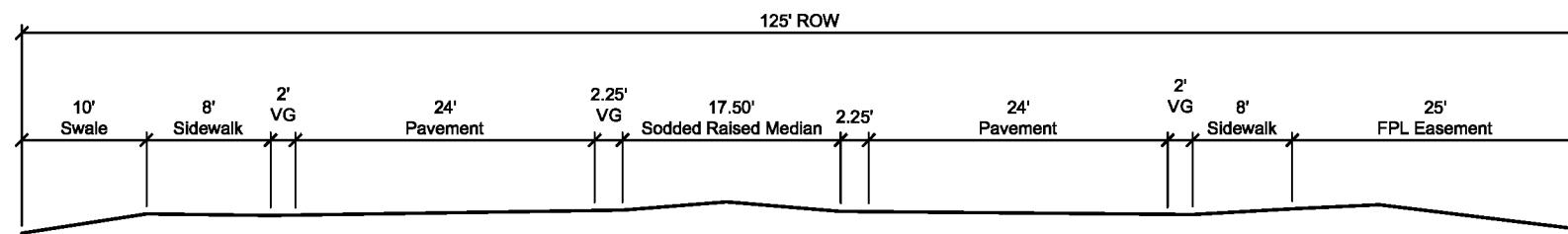
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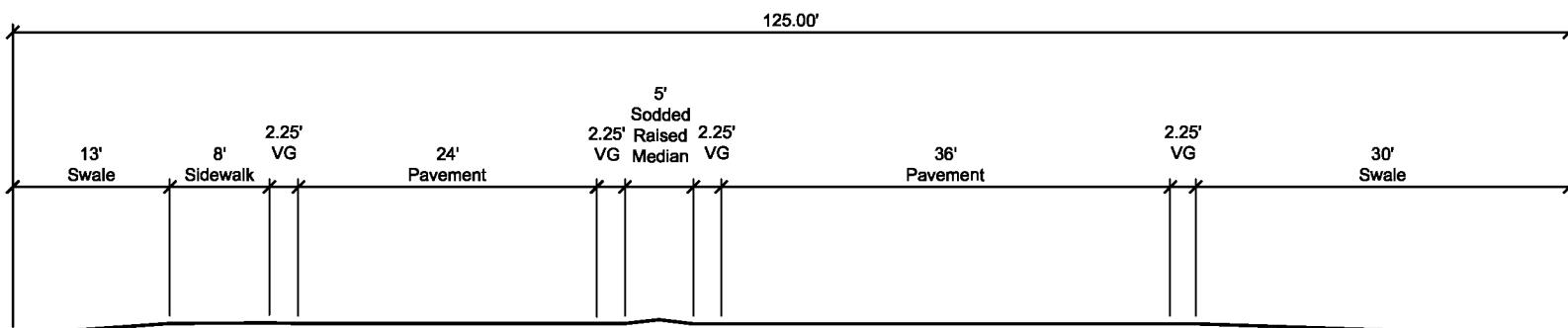
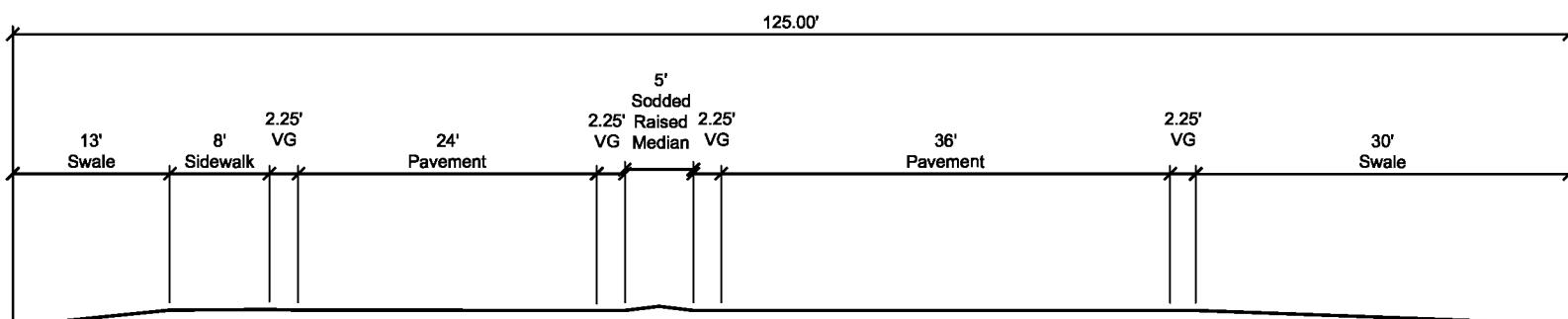
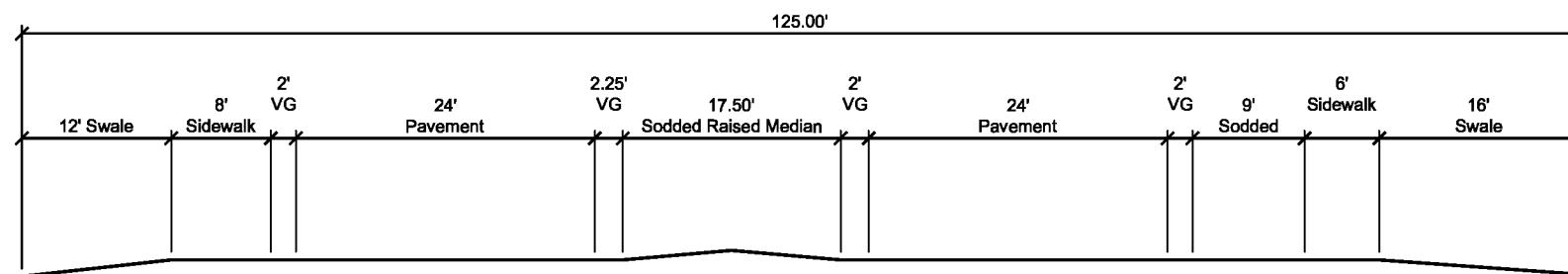
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E.R. #642 & L.B. #642

Sections Aerial G-H

DATE	PROJECT NO.	FILE NO.	SCALE	HEET
December 2025	20236106-002	00-00-00	As Shown	----



Section E-E
N.T.S.



Notes

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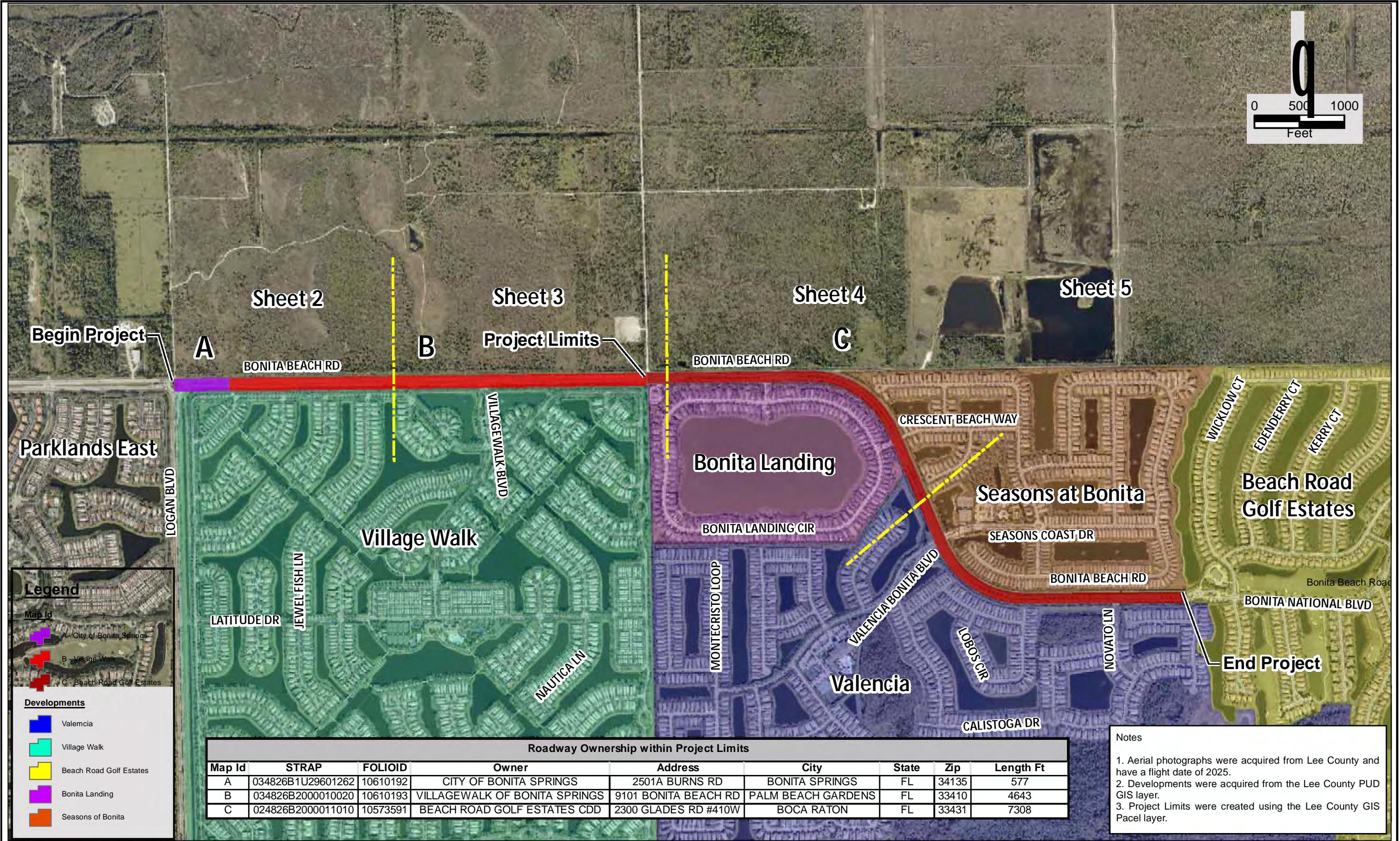
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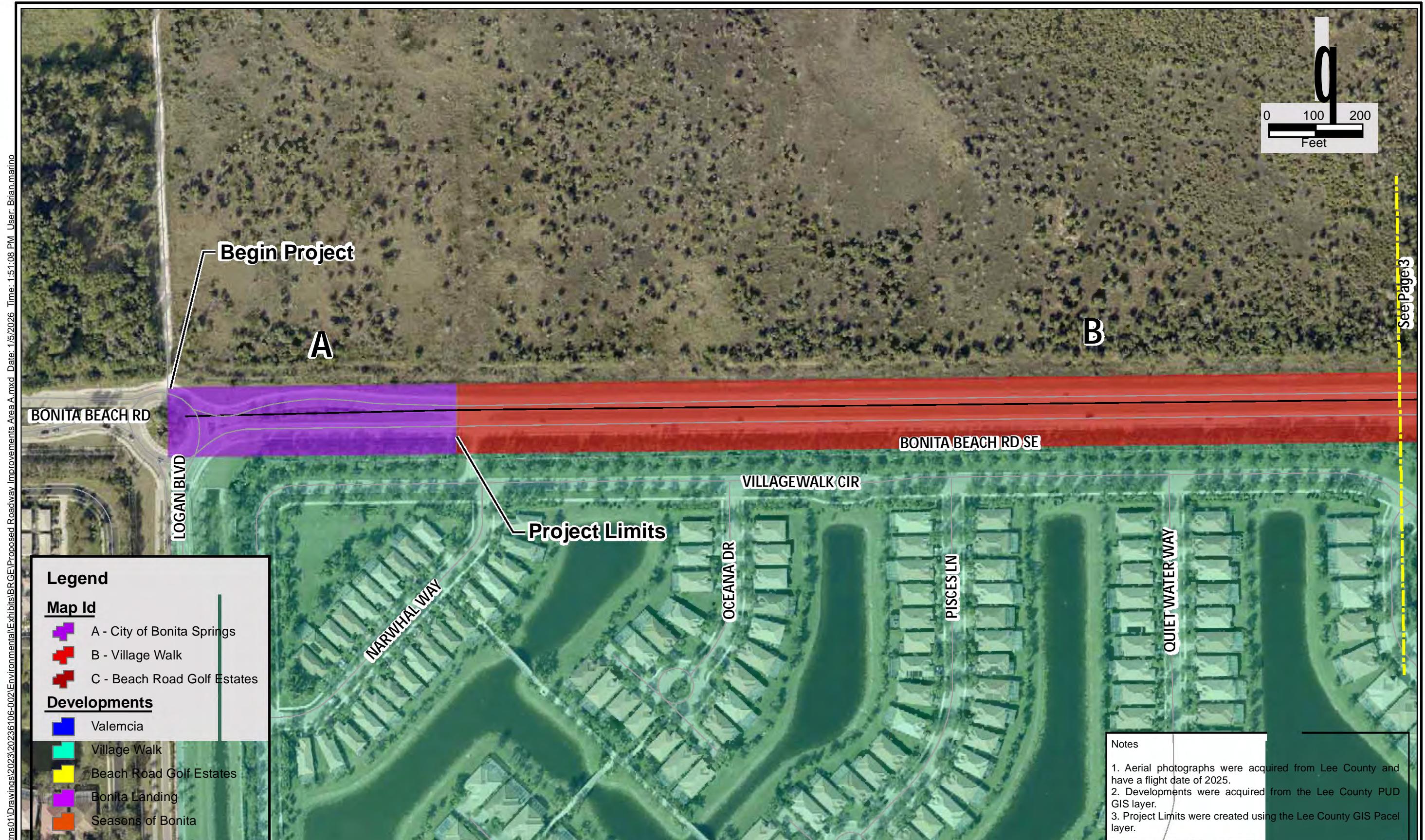
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Sections E-H

DATE	PROJECT NO.	FILE NO.	SCALE	HEET
December 2025	20236106-002	00-00-00	As Shown	----



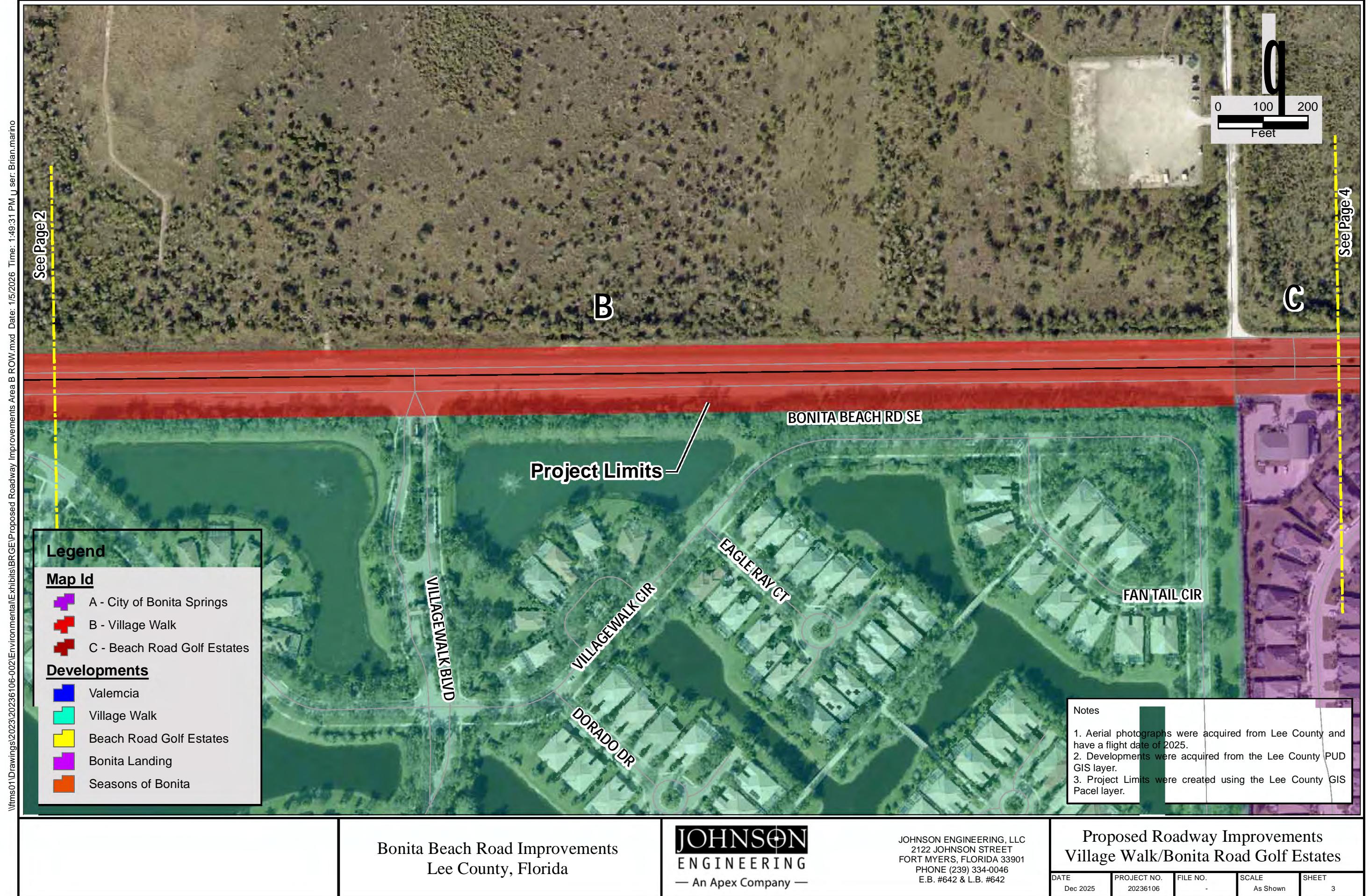


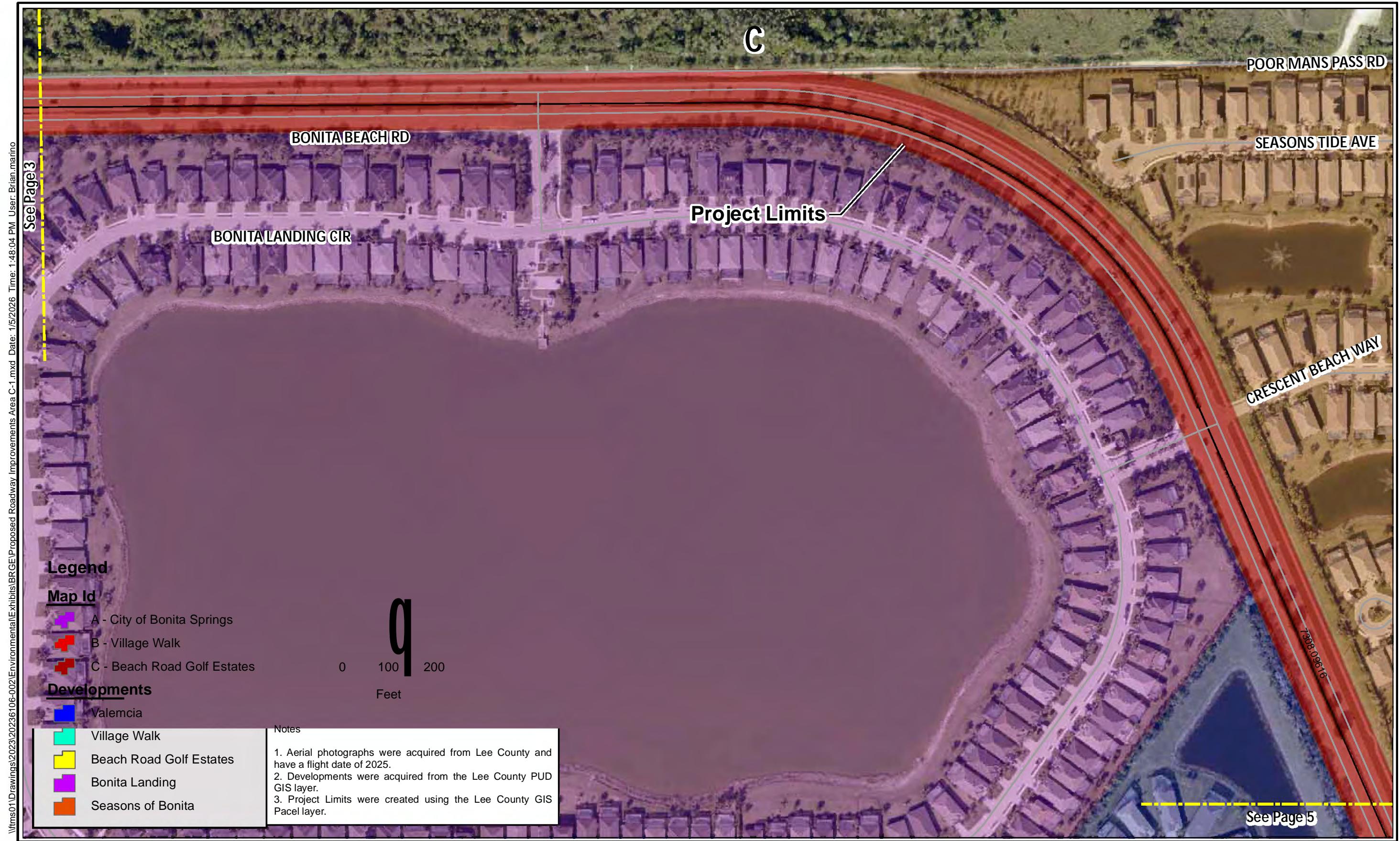
Bonita Beach Road Improvements Lee County, Florida

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DATE	PROJECT NO.	FILE NO.	SCALE	HEET
Dec 2025	20236106	-	As Shown	2





Bonita Beach Road Improvements Lee County, Florida	JOHNSON ENGINEERING — An Apex Company —	JOHNSON ENGINEERING, LLC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33901 PHONE (239) 334-0046 E.B. #642 & L.B. #642	Proposed Roadway Improvements Bonita Road Golf Estates 1
DATE Dec 2025	PROJECT NO. 20236106	FILE NO. -	SCALE As Shown



Bonita Beach Road Improvements Lee County, Florida

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Proposed Roadway Improvements Bonita Road Golf Estates 2				
DATE Dec 2025	PROJECT NO. 20236106	FILE NO. -	SCALE As Shown	HEET 5

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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C

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

*Bonita National Golf and Country Club, 2nd Floor of the Clubhouse
17501 Bonita National Blvd., Bonita Springs, Florida 34135*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	1:00 PM
November 17, 2025	Regular Meeting	1:00 PM
December 15, 2025	Regular Meeting	1:00 PM
January 12, 2026*	Regular Meeting	1:00 PM
February 16, 2026	Regular Meeting	1:00 PM
March 16, 2026	Regular Meeting	1:00 PM
April 20, 2026	Regular Meeting	1:00 PM
May 18, 2026	Regular Meeting	1:00 PM
June 15, 2026	Regular Meeting	1:00 PM
July 20, 2026	Regular Meeting	1:00 PM
August 17, 2026	Regular Meeting	1:00 PM
September 21, 2026	Regular Meeting	1:00 PM

Exception

**January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.*